DOCUMENT RESUME

ED 296 747 JC 870 518

TITLE	Selected Collective Bargaining Agreements of New Jersey Two-Year Colleges.
INSTITUTION	National Education Association, Washington, D.C.
PUB DATE	[87]
NOTE	1,068p.
PUB TYPE	Legal/Legislative/Regulatory Materials (090)
EDRS PRICE	MF08/PC43 Plus Postage.
DESCRIPTORS	*Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Department Heads; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; *Personnel Policy; Released Time; Teacher Dismissal; Teacher Retirement; Teacher Salaries; Tenure; Two Year Colleges; Unions
IDENTIFIERS	National Education Association; *NEA Contracts; *New Jersey

ABSTRACT

Collective bargaining agreements of 15 selected New Jersey two-year colleges are presented, representing contracts in effect in 1987. Contracts for the following colleges are included: Atlantic Community College, Bergen Community College, Brookdale Community College, Burlington County College, Camden County College, County College of Morris, Cumberland County College, Essex County College, Gloucester County College, Mercer County Community College, Middlesex County College, Ocean County College, Passaic County Community College, Salem Community College, and Somerset County College. With some variation in terms of coverage and detail, the agreements deal with unit recognition and rights, employer rights and responsibilities, faculty rights, hours and working conditions, salary and fringe benefits, paid and unpaid leaves of absence, grievance procedures, faculty evaluation, and the scope, effect and term of the agreement. Some of the agreements include salary schedules. (BCY)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED296747

SELECTED COLLECTIVE BARGAINING AGREEMENTS OF NEW JERSEY TWO-YEAR COLLEGES

Collected by the
National Education Association
Washington, DC

JC 870 518

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY
S. Edgar

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

☐ This document has been reproduced as received from the person or organization originating it.

☒ Minor changes have been made to improve reproduction quality

- Points of view or opinions stated in this document do not necessarily represent official OERI position or policy

BEST COPY AVAILABLE

1984-1987

HIGHER ED.
MAR 27 '87

AGREEMENT

between

THE BOARD OF TRUSTEES
OF ATLANTIC COMMUNITY COLLEGE

and

THE EDUCATION ASSOCIATION
OF ATLANTIC COMMUNITY COLLEGE

1964

TABLE OF CONTENTS

PAGE NO.

PREAMBLE 1

ARTICLE I RECOGNITION OF UNIT 1

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT 1
- A. Deadline Date 1
- B. Modification 2

ARTICLE III ASSOCIATION AND FACULTY RIGHTS 2
- A. Rights to Organize 2
- B. Additional Rights 2
- C. Just Cause 3
- D. Notice and Representation 3
- E. Academic Freedom 3
- F. Information 4
- G. Use of College Facilities 4
- H. Use of College Property 4
- I. Use of College Equipment 5
- J. Notices and Mail 5
- K. Book Purchases 5
- L. Evaluation of Students 5
- M. Personnel Files 6
- N. Vacancies and New Positions 6
- O. New Appointments 7
- P. Non-Discrimination 7
- Q. Outside Employment 7
- R. Faculty Handbook 7

ARTICLE IV EVALUATION OF EDUCATORS 8
- A. General Procedures 8
- B. Procedures for Non-Tenured Educators 9
- C. Procedure for Tenured Teachers 11
- D. Evaluation of Twelve-Month Employees: Procedures 14
- E. Emergency Observation Procedures 14
- F. Evaluation Appeals Committee 15

ARTICLE V REDUCTION IN FORCE 16
- A. Good Cause 16
- B. Association Notification 17
- C. Leave of Absence 17
- D. Insurance Benefits 17
- E. Seniority-Sick Leave 18
- F. Salary Placement Upon Return 18
- G. Procedures 18
- H. Recall 19
- I. Counseling and Library Faculty 21

ARTICLE VI MANAGEMENT RIGHTS AND RESPONSIBILITIES 21

		PAGE NO.
ARTICLE VII	GRIEVANCE PROCEDURE	21
	A. Definition of a Grievance	21
	B. Informal Level	22
	C. Procedure - Formal Level	22
ARTICLE VIII	CONDITIONS OF EMPLOYMENT	25
	A. Work Load - Teachers	25
	B. Class Assignment	26
	C. Information to Association	27
	D. Course Preparation	27
	E. Additional Teaching	28
	F. Office Hours	28
	G. Work Load: Counselors	28
	H. Work Load: Librarians	29
	I. Area Coordinators	30
	J. Committees	30
	K. Advising and Coaching	30
	L. Office Assignments	31
	M. Attendance at College Functions	31
	N. Academic Calendar	32
	O. Admission to Courses	32
	P. Mental/Physical Examination	32
	Q. Tenure/Multiple Year Contracts	33
	R. Substitute Teaching Assignments	33
ARTICLE IX	PROMOTIONS	33
	A. Promotion Procedure	34
	B. Promotion Priority	35
	C. Promotion Timetable	36
ARTICLE X	GRADUATE STUDY COMPENSATION	38
	A. $300 Maximum per Trimester	38
	B. Application Procedure	38
	C. Graduate School Choice	38
ARTICLE XI	INDIVIDUAL CONTRACTS	39
	A. Notice and Issue Date	39
	B. Contract Signing	39
	C. Termination	39
ARTICLE XII	INSURANCE PROTECTION	39
	A. Health Insurance	39
	B. Dental Coverage	40
	C. Prescription Plan	40
	D. Vision Care	41
	E. Disability	41
ARTICLE XIII	LEAVES	42
	A. Sick Leave	42
	B. Extended Leaves of Absence	42
	C. Temporary Leaves of Absence	45
	D. Vacations: Twelve-Month Personnel	45

PAGE NO.

ARTICLE XIV SABBATICAL LEAVE 46
A. Five Per Center (5%) of Educators Annually 46
B. Six Year Residency 46
C. Appropriate Activities 47
D. Salary 47
E. Return for One Year 47
F. Position on Return 47
G. Application and Reporting Procedures 47
H. Sabbatical Leave Committee 48
I. Presidential Recommendation 48
J. Time Schedule for Submission to the Board 49

ARTICLE XV MISCELLANEOUS 50
A. Association Payroll Dues Deduction 50
B. Travel 51
C. Professional Development 51
D. Copies of Agreement 52
E. Separability 52
F. Ratification 52
G. Savings Clause 52
H. Understanding of Parties 53
I. Compliance Between Individual Contract and Master Agreement 53
J. Pay Cycle 53

ARTICLE XVI DURATION OF AGREEMENT 54

APPENDICES 55

APPENDIX I TEACHERS' SALARY RANGES (ten-month contract) 56

APPENDIX II COUNSELOR/LIBRARIAN SALARY RANGES (twelve-month contract) 57
APPENDIX III SALARIES 58
APPENDIX III SALARIES pg.2 59
APPENDIX III SALARIES pg.3 60

REFERENCES

REFERENCE I TEACHERS' EVALUATION SUMMARY FORM

REFERENCE II TEACHERS' SELF-EVALUATION FORM

REFERENCE III COUNSELORS' EVALUATION SUMMARY

REFERENCE IV COUNSELOR SELF-EVALUATION FORM

PAGE
NO.

REFERENCE V LIBRARIANS' EVALUATION FORM

REFERENCE VI LIBRARIANS' SELF-EVALUATION FORM

REFERENCE VII TEACHERS' MINIMUM QUALIFICATIONS FOR PROMOTION

REFERENCE VIII COUNSELOR/LIBRARIAN MINIMUM QUALIFICATIONS FOR PROMOTION

REFERENCE IX PROMOTION INTEREST FORM

REFERENCE X CRITERIA FOR PROMOTION

REFERENCE XI RETRAINING POLICY

PREAMBLE

This Agreement entered into this 1st day of July, 1984, by and between the Board of Trustees of Atlantic Community College, hereinafter called the Board, and the Teacher, Librarian and Counselor Bargaining Unit of the Education Association of Atlantic Community College, Incorporated, hereinafter called the Association.

ARTICLE I

RECOGNITION OF UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time educators presently employed or hereinafter employed by the Board. The term educator, as herein used, shall apply to all full-time teachers, counselors, librarians and teachers with area coordinator responsibilities, except those having administrative and supervisory responsibility such as: department chairpersons, division chairpersons, director of counseling, and deans.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Negotiations between the parties shall commence at least one hundred and twenty (120) days prior to the budget submission date. Any agreement so negotiated shall apply to all members of the bargaining unit, be reduced to writing, ratified and signed by the Board and the Association, and be adopted by the Board.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

ASSOCIATION AND FACULTY RIGHTS

A. Right to Organize

Pursuant to Public Laws of 1974, Chapter 123, of the State of New Jersey, the Board hereby agrees that all full-time educators shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations over terms and conditions of employment. As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any faculty member of the enjoyment of any rights conferred by this Act or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it will not discriminate against any educator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association.

B. Additional Rights

Nothing herein shall be construed to deny or restrict to educators rights he/she may have under the General School Laws of the State of

New Jersey or other applicable laws and regulations, including those of the State Board of Higher Education. The rights granted to educators hereunder shall be deemed in addition to those provided by the law.

C. Just Cause

No member shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Notice and Representation

Whenever an educator is required to appear before the Board or any committee thereof functioning on behalf of the Board concerning any matter which could adversely affect continuation of that educator in his/her office, position, or employment, then he/she shall be given prior written notice of the reasons for such a meeting and shall be entitled to have a representative of the Association present to advise him/her during such meeting.

E. Academic Freedom

The Board and the Association agree upon the following concepts of academic freedom:

1. The educator is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return shall be based upon an understanding with authorities of the institution.
2. The educator is entitled to freedom in the classroom in discussing his/her subject, yet he/she should be careful not to introduce into

his/her teaching controversial matter which has no relation to his/her subject.

3. The educator is a citizen, a member of the learned profession, and an officer of an educational institution. When he/she exercises rights as a citizen, he/she shall be free from institutional censorship or discipline, yet his/her special position in the community imposes special obligations. As a man/woman of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he/she is not an institutional spokesman.

F. Information

The Board agrees to furnish to the Association in response to reasonable request from time to time available information pertaining to negotiations such as: class size, financial information which is in the public domain, final approved budget, agenda, and minutes of public meetings, names and addresses of all educators.

G. Use of College Facilities

The Association and its representatives shall have the right to use the College facilities for meetings only when said use does not interfere with the operation of the College.

H. Use of College Property

Duly authorized representatives of the Association shall be permitted to transact official Association business on College property, provided that such activity does not interfere with the operation of the College or the performance of their regular duties.

I. Use of College Equipment

The Association shall have the right to use College facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at all reasonable times, when such equipment is not otherwise in use. Payment shall be made for any expendable supplies used for Association purposes and the Association shall be liable for damages to any equipment used for said purposes.

J. Notices and Mail

The Association shall have the right to post notices of its activities and matters of Association concern on educator bulletin boards; additional boards, where needed, will be provided by the College at Association request. The Association may use the College mail service and educator mailboxes for communications, including educator-wide distribution. Postage for external mail and all long distance calls shall be paid for by the Association.

K. Book Purchases

All educators may purchase books through the College Library Service.

L. Evaluation of Students

A teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policy of the College, based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. Students may appeal for a change of grade by written request submitted to the division chairperson. No change of grade shall be made without consultation with the involved teacher. Change of grade forms by the teacher may not be submitted to the registrar later than one 15-week semester after the first grade was filed without permission of the appropriate department chairperson or division chairperson.

M. Personnel Files

1. There shall be one designated personnel file for each educator. The personnel file shall contain pertinent material including evaluations and documents. No written material pertaining to the member shall be used in a hearing except that contained in the designated personnel file.

2. Upon reasonable notice an educator may review his/her personnel file. The member has the right of Association representation at the time of the review which shall be conducted in the presence of a designated member of the administration.

N. Vacancies and New Positions

1. The educators shall be alerted to any professional position vacancy or newly created position including administrative, teaching, or academic support positions. Such notice shall include duties and a statement of required qualifications and at least one copy shall be posted in each division office, with a copy going to the Associaiton President at his/her off-campus address.

2. All Atlantic Community College educators who apply for any professional position shall be notified at his/her off-campus address

regarding the disposition of their application prior to the publication of the name of the successful applicant.

3. Notice of such dispositions shall be sent to the Association President.

O. New Appointments

1. The College shall furnish the Association with names and addresses of all new educators as soon as possible after the official appointments by the Board.

2. Every appointment shall be in writing and be in the possession of both the College and the educator before the appointment is consummated.

P. Non-discrimination

1. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and is without regard to race, creed, religion, color, national origin, sex, marital status, handicap, or age.

Q. Outside Employment

1. Educators may engage in outside compensated activities provided such activities do not interfere with their teaching effectiveness or College duties and responsibilities. Educators engaging in outside compensated activities shall notify the chief academic officer.

R. Faculty Handbook

1. All educators shall be provided with a current handbook within a reasonable period of time.

ARTICLE IV

EVALUATION OF EDUCATORS

The foundation of all effective evaluations is an open, positive atmosphere growing out of mutual respect and trust. In such a climate, people not only work together willingly to define goals and improve ways of meeting these goals, but are also secure enough to recognize weaknesses as well as strengths. Consequently, evaluation of educators should be viewed as a growth continuum by both the individual members and the College. The purposes of such evaluations are to improve teaching effectiveness (thereby raising the level of learning for students) and to serve as a basis for recommendations on retention and promotion.

A. General Procedures

1. The summation of the evaluation procedure is the formal evaluation which must be written by the *supervisor(s) of the educators on appropriate **forms. Such formal evaluations of the educators must be discussed with the educators and signed by him/her acknowledging such discussion prior to the placement of such evaluation(s) in his/her file. Such signature does not equal agreement and, if signature is refused, such evaluation(s) shall be filed with that noted.
2. The supporting documents used by the supervisor(s) to reach the conclusion summarized in the formal evalation will be placed in the educator's file. Supporting documents shall be pertinent and relevant.

---

*Supervisor as designated by the College Table of Organization

**Appropriate forms (Educator's, Counselor's, Librarian's Evaluation Summary Form)

3. All formal evaluations of an educator may be answered by the educator and such response(s) shall be attached to the evaluation(s) concerned and put in his/her file.

4. It is the responsibilty of the supervisor to call an educator's attention to and discuss with such educator any information concerning a single event or series of events so critical that such would influence the evaluation of the educator. This discussion must take place within a reasonable period of time prior to any written evaluation concerning such material.

5. When a formal evaluation states that the work of an educator "needs improvement," the supervisor will write a program and in so doing will seek input and collaboration with the educator. This program will include specific objectives and a method of evaluation approved and signed by both parties. A copy of the program will be sent to the Education Association President.

6. Copies of all recommendations regarding retention or promotion must be given to the educator being recommended.

B. Procedures for Non-Tenured Educators

1. In-Class Observations

In-class visit(s) and observations by supervisor(s) shall be made under the following conditions:

There shall be a preliminary conference to discuss the teacher's objectives for the class and the criteria the supervisor will be using to evalaute the activities of the teacher in the classroom and to determine a mutually agreeable time for the classroom visit. There shall be a follow-up meeting with the supervisory personnel within two (2) weeks to discuss his/her evaluation in the classroom period.

2. Self-Evaluation

A written self-evaluation shall be prepared by the educator each year, on the appropriate form. Such form shall not be changed without discussion with the Association. The written self-evalautions shall be sent to the supervisor/s at least three (3) weeks before the conference with the chairperson.

3. Student Evaluation

Student evalautions of non-tenured teachers should be given at least once a year.

4. Optional Peer Recommendations

A teacher may choose to be recommended by one or more of his/her peers. Peers are non-supervisory teachers. The recommendation shall contain all pertinent material used in making the judgments. Peer recommendations, if utilized must be submitted in writing to the appropriate supervisor(s) a reasonable length of time before recommendations for retention, or promotion are to be made by the supervisor(s).

5. Evaluation Summary

A written evalaution summary, a formal evaluation, shall be prepared by the supervisor(s) for the educators once a year on the appropriate form. Such forms shall not be changed without discussion with the Association.

6. Conferences

The supervisor(s) and educator shall schedule at least three conferences each year. These three conferences shall consist of an initial pre-evaluation conference, a post in-class evaluation conference and a summary conference. The summary conference must take place at least one (1) month before recommendations for retention are to be submitted by the supervisor(s) . The educator's self-evaluation and the supervisor(s) evaluation summary shall both be discussed at the summary conference. The supervisor's and the educator will be responsible to schedule the date of the summary conference at the pre-evalaution conference.

C. Procedure for Tenured Teachers

Tenured members shall be evaluated yearly and shall also have fifth year intensive evaluations. The intensive evaluations shall take place every five years.

1. Yearly Evaluations

a. The yearly evalaution for tenured members will consist of student evaluations and a conference with the supervisor(s).

b. Student Evaluations

Student evaluations shall be given at least once a year.

c. Conference

At least one conference with the supervisor(s) shall occur during each working year. Such conferences shall cover student evalaution which should be summarized by the teacher.

2. Fifth-Year Evaluation of Tenured Teachers

The fifth year evaluation shall consist of in-class observations, self-evaluations, student evaluations, optional peer recommendations, evaluation summary and conferences.

a. Determining the date of the fifth year in the fourth year after the teacher has earned tenure and every five years thereafter, the teacher shall begin to arrange the cycle of evaluation with the supervisor(s). The evaluation will occur during the fifth year. If the teacher earned tenure[1] in the sixth year, in the tenth year and every five years thereafter the teacher will have a fifth-year evaluation. However, when the teacher has applied for promotion and been thoroughly evaluated the member shall start a new cycle. In the fifth year after the promotion package was prepared and every five years thereafter, the teacher shall have a fifth-year evaluation.

b. In-Class Observation

In-class visit(s) and observations by supervisor(s) shall be made under the following conditions:

There shall be a preliminary conference to discuss the teacher's objectives for the class and the criteria the supervisor will be using to evaluate the activities of the teacher in the classroom and determine a mutually agreeable time for the classroom visit. There shall be a follow-up meeting with the supervisory personnel within two (2) weeks to discuss his/her evaluation of the classroom period.

---

[1] Tenure is earned after employment for five consecutive academic years together with employment at the beginning of the next succeeding academic year in any such institution . . . .

c. Self-Evaluation

A written self-evaluation shall be prepared by the teacher in the fifth year on the appropriate form. Such forms shall not be changed without discussion with the Association. The written self-evaluation shall be sent to the supervisor(s) at least three (3) weeks before the conference with the supervisor(s).

d. Student Evaluation

Student evaluations of tenured teachers should be given at least once a year.

e. Optional-Peer Recommendations

A teacher may choose to be recommended by one or more of his/her peers. Peers are non-supervisory teachers. The recommendation shall contain all pertinent material used in making the judgments. Peer recommendations, if utilized, must be submitted in writing to the appropriate supervisor(s) a reasonable length of time before the summary conference.

f. Evaluation Summary

A written evaluation summary shall be prepared by the department chairperson for the teacher on the appropriate form. Such form shall not be changed without discussion with the Association.

g. Conferences

Each supervisor(s) and teacher shall schedule at least three (3) conferences during fifth-year evaluation. These three conferences shall consist of an initial pre-evaluation conference, a post in-class evaluation conference, and a summary conference. The teacher's self-evaluation and the supervisor's evaluation summary shall both be discussed at the summary conference. The supervisor(s) and teacher will be responsible to schedule the date of the summary conference at the pre-evaluation conference.

D. Evaluation of Twelve-Month Employees: Procedures

1. Counselors

The evaluation procedures for counselors shall be the same as for educators. However, in addition to in-class observation there may be group counseling sessions and case load session observations. All evaluations should be made on appropriate College forms. These forms shall not be changed without discussion with the Association.

2. Librarians

A librarian will be evaluated twice during the initial year of employment and then annually for four more years. In the sixth and subsequent years, librarians will be evaluated by having a yearly conference. Every five years there will be an intensive evaluation. Evaluations will be the same as those for tenured educators, except that student evaluations and in-class observations will not be used.

E. Emergency Observation Procedures

1. In emergency situations, when the situation warrants such observations, the College officers shall be free to make unannounced in-class visits. Notice of such visit(s) with a statement of the emergency situation shall be sent to the Education Association President within twenty-four (24) hours of the visit.

F. Evaluation Appeals Committee

1. All complaints concerning the substance of individual evaluations shall be processed by the Evaluation Appeals Committee, and shall not be processed through the grievance procedure. All complaints concerning the scheduling and/or procedure of individual evaluations, however, shall be processed through the grievance procedure, and not through the Evaluation Appeals Committee. Any appeal made to the Evaluation Appeals Committee must be made in writing within seven (7) calendar days of the date of any conference or any summary written.

2. Selection of committee members shall be made yearly in accordance with the following procedure:
   a. Two members shall be selected by the President of the College.
   b. Two members shall be selected by the Association.
   c. Each year the selection of the Chairperson as a fifth member shall be rotated between the two parties, with the Administration naming the Chairperson on the academic years that are odd numbered and the Association naming the Chairperson on academic years that are even numbered.

3. All appeals made to the Evaluation Appeals Committee shall be confidential and there shall be no publicity by any party concerning such appeals.

4. a. The Evaluation Appeals Committee shall make its report to the President in writing with reasons given for its recommendations if such recommendations differ from the original evaluation. A minority of the evaluation committee may offer its own report if such is desired.

b. The report to the President shall reach him/her for the designated persons according to the following dates:

   i. Any report pertaining to educators in their fifth year of employment shall reach the President no later than November 1.

   ii. Any report pertaining to educators in their second, third, or fourth year of employment shall reach the President no later than December 1.

   iii. Any report pertaining to educators in their first year of employment shall reach the President no later than January 1.

   iv. Any report pertaining to educators with tenure shall reach the President no later than May 1.

5. The President shall notify in writing the educator(s) making the appeal(s) of his/her decision(s) concerning such appeal(s) within (10) ten working days following his/her receiving of the Committee's report(s). Such notification shall include specific reasons for the decision(s).

6. Committee procedures shall be published at the beginning of each year.

ARTICLE V

REDUCTION IN FORCE

A. Good Cause

During the term of this contract there shall be no general reduction of tenured educators except for good cause, such as reduction in College finances and/or reduction in student enrollment and then only in conformity with this Agreement and with the statutes of the State.

B. Association Notification

If a general reduction in force is being considered, the Board shall notify and consult with the Association as soon as practical, but except in extreme emergency not less than ninety (90) days before the reduction in force is to take place. The Board shall discuss with the Association the reasons for determining that a reduction of staff is deemed necessary.

C. Leave of Absence

A leave of absence without pay for a maximum period of 24 calendar months shall automatically be granted to those educators who have tenure and who are affected by a reduction in force. These leaves of absence under these special circumstances shall not prohibit the educator so affected from seeking and accepting gainful employment elsewhere, and the educator shall not be terminated for that reason except on written request of the employee. Subject to the sole approval of the Board, a tenured educator may elect to take and will be granted a leave of absence without pay during the staff reduction irrespective of his/her position on the seniority list.

D. Insurance Benefits

During said leave of absence, the educators shall receive no insurance benefits at Board expense. Provisions will be made, where possible, that educators may continue, at their own expense, the insurance coverage at the group rate.

E. Seniority-Sick Leave

During said leave of absence, the educator's seniority shall remain unbroken despite such leave, and his/her sick leave accumulated to the date of his/her leave shall not be cancelled but shall remain credited to him/her pending his/her return to employment in the College within the procedures outlined in this Article.

F. Salary Placement Upon Return

The fact that an educator is placed on leave of absence for the purpose of general staff reduction shall not result in the loss of credit for previous years of service. Upon return to the College, he/she shall assume the step position on the salary schedule, if such exists, which he/she would have held had he/she been actively employed in the College during the period of his/her leave of absence caused by a general staff reduction.

G. Procedures

Reduction of educators who are represented by the bargaining unit shall be made according to the following:

1. Seniority, for the purpose of this Article, shall be defined as beginning with the last date of continuous employment.
2. A seniority list shall be prepared by the Board and presented to the Association which includes all educators. Any errors on such list shall be corrected, and the list which is in effect by the first Monday of November shall be acknowledged by both parties as being correct.
3. In the event tenured educators are affected by a general reduction in force, such lay off will be on the basis of seniority and

qualifications, except as necessary to staff the teaching positions remaining.

4. In the case of educators with identical college-wide seniority and who are affected by a general reduction in force, the accepted date for breaking any tie in seniority shall be the date of signing of the initial contract by the individual.

5. In the case of all of the above factors being equal, the matter shall be referred to the Evaluation Appeals Committee which shall make a recommendation to the President of the College.

6. It is expressly understood that the Association shall have the right to review the lay off list prior to notification of the individuals to be laid off. In the event of a disagreement concerning the lay off list, the Association shall have the right to meet with the President prior to notification of the individuals and prior to the notification deadline.

H. Recall

Educators shall be recalled generally in inverse order of lay off for position openings for which they are qualified in accordance with the following procedure:

1. If a position exists within the College for which the educator is qualified, the individual shall be notified by Certified Mail. Within ten (10) calendar days of the receipt of written offer of recall, the individual shall accept the position by replying in writing or it shall be determined that he/she has declined the position. If an individual accepts the position he/she has been offered, he/she shall be granted sufficient time to fulfill the

requirements of the contract he/she is employed under; however, in no event shall such time be longer than the end of the current school year; or, if he/she does not have contract requirements to fulfill, he/she shall have twenty (20) calendar days from receipt of the offer to return to work. During the period of time provided in this paragraph for his/her return after the written offer of recall, the College can fill the position with adjunct staff.

2. All educators on lay off and the Association shall be notified by Certified Mail on or before April 1st of their status on the recall list. Any such educator that is being recalled shall notify the President in writing by April 15 of his/her intent to return to the College, or his/her leave and recall rights shall be terminated. No new staff shall be hired until all properly qualified staff on leave, in accordance with this Article, have been offered an opportunity in writing to return to active employment.

3. In the event that more than one person occupies the same slot on the recall list, the matter shall be referred to the Evaluation Appeals Committee who shall make a recommendation to the President.

4. The recall list shall be maintained by the Vice-President for Academic and Student Affairs. It shall be the individual educator's responsibility to maintain a current address with the Personnel Office and to provide documentation of any claimed change in qualifications. Said educator waives the leave requirements placed upon the Board if, when contacted by the College, said individual does not state in writing in accordance with time requirements of this Article his/her intent to return to the College upon the

opening of a position for which he/she is qualified. If the individual cannot be contacted because of failure to leave an address, the Board is relieved of its responsibilities to the individual and such leave is terminated.

I. Counseling and Library Faculty

1. All terms of this Article shall apply to counselors and librarians. For the purposes of this Article only, a counselor/librarian five-year contract will be equivalent to tenure.

ARTICLE VI

MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Board of Trustees has the responsibility and the authority to manage and direct in behalf of the public and itself all the operations and activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.

All such rights, powers, authority, and prerogatives of management possessed by the Board are retained subject to limitations as may be imposed by Chapter 303, Law 68, as amended by Chapter 123, Public Laws of 1974.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition of a Grievance

A grievance is a claim by one or more educators or by the Association, hereinafter collectively referred to as a "grievant," that such educator (educators) has (have) suffered an injury because of an alleged violation, misrepresentation or misapplication of any provision of this

Agreement, or any existing rule, order or regulation of the Board of Trustees, the President of the College or the Board of Higher Education.

B. Informal Level

An educator with a potential grievance is entitled at his/her option, to a meeting with the person against whom the grievance may be taken for the purpose of resolving the matter informally.

C. Procedure - Formal Level

In the event a grievant invokes the formal grievance procedure the grievant shall:

1. Reduce the grievance in writing in letter form no later than 30 calendar days after the occurrence of the grievance or after the grievant should reasonably have known of the occurrence of the grievance and mail or deliver such letter to the appropriate level including the Chief Academic Officer with a copy to the Association. The letter shall state the article of this Agreement or the rule, order or regulation of the Board of Trustees, the President of the College or the Board of Higher Education under which the grievance is filed and describe the incident that is the basis for the grievance and the remedy requested.
2. Within seven (7) working days from the receipt of the said writing, the person against whom the grievance has been filed shall meet with the grievant in an effort to resolve the grievance. The person grieved against shall indicate his/her disposition of the grievance, in writing, within seven (7) working days of the last meeting with the grievant, with a copy to the Chief Academic Officer and the Association.

3. If the grievant is not satisfied with the disposition of the grievance by the person grieved against, he/she may appeal to the Chief Academic Officer within seven (7) days from the receipt of the written disposition by the person grieved against.

4. Upon receipt of the written appeal from the grievant, the Chief Academic Officer shall establish a date, with notification to the Association, such date to be within seven (7) working days from the receipt of the written appeal to discuss the facts and circumstances of the grievance with the grievant in an attempt to resolve it.

5. If the grievant is not satisfied with the disposition of the grievance by the Chief Academic Officer he/she may appeal to the President of the College, within seven (7) working days from the receipt of the written disposition of the grievance by the Chief Academic Officer, with a copy of such appeal going to the Chief Academic Officer and the Association.

6. The President of the College or his/her designee shall, within ten (10) working days from the receipt of such written appeal, meet with the grievant and the Association and shall discuss the facts and circumstances of the grievance in an effort to resolve the matter. The President or his/her designee shall indicate his/her disposition of the grievance in writing within seven (7) working days of the last meeting with the grievant, with a copy to the Association.

7. If the Association is not satisfied with the disposition of the grievance by the President or his/her designee, it must submit the matter to arbitration, with a copy to the President, within thrity (30) calendar days from the receipt of the disposition of the

grievance by the President. If the parties cannot agree on an arbitrator, he/she shall be selected pursuant to the rules and procedures of the American Arbitration Association whose rules shall likewise govern the arbitration proceeding. Both parties agree that the arbitration shall be binding for grievances based upon the terms of this Agreement and shall be advisory for all other grievances.

8. The fees and expenses of the arbitrator shall be shared equally by the College and Association.

9. The number of days indicated in each level shall be considered maximum and every effort should be made to expedite the process, particularly toward the end of the academic year. However, the time limits can be extended by mutual consent.

10. All documents, communications and records dealing with the grievance shall not become a part of the designated personnel files of the participants.

11. It is agreed that the grievant and the Association shall be furnished with relevant information in the possession of the Board of Trustees in the processing of any grievance.

12. Nothing herein contained shall be construed to limit, deny, or restrict the rights, or remedies, administrative or judicial to which any grievant may be entitled under law.

13. A failure on the part of any member of the Administration to make a written determination of the grievance within the time allowed shall constitute a denial of the grievance.

14. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a

representative selected or approved by the Association. When an educator is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.

15. No reprisals of any kind shall be taken by the Board or the Association or by any member of the Administration or by any member of the Association against any party in interest, any representative, any member of the Association, any member of the Administration, any member of the Board of Trustees or any other participant in the grievance procedure by reason of such participation.

16. All meetings and hearings under this procedure shall not be conducted in public and shall include such parties of interest and their designated or selected representatives heretofore referred to in this Article.

17. At any time during the processing of the grievance, the President of the College may intervene, and discuss and determine the grievance, without the necessity of the appeals.

ARTICLE VIII

CONDITIONS OF EMPLOYMENT

A. Work Load - Teachers

1. Full-time teachers shall teach thrity (30) contact hours per year. The normal load shall be fifteen (15) contact hours per semester. However, at the discretion of the Vice-President for Academic and Student Affairs, this load may be varied at 14-16 or 16-14. No one will be required to teach more than sixteen (16) hours per semester.

Any contact hours over the annual base of thirty (30) shall be paid at overload compensation at appropriate rates for each additional contact hour.

2. A contact hour is an hour which comprises one fifty minute class meeting per week for the fifteen weeks that comprise the instructional part of a semester, which is a regularly scheduled group meeting of the class, lecture, laboratory, studio, seminar or shop.

3. Summer school and interim session teaching shall be entirely at the option of the teachers when such sessions are offered.

B. Class Assignment

1. No instructor shall be assigned more than a five (5) day work week.
2. No work day should exceed eight (8) hours.
3. Only after judicious consideration will a teacher be assigned an 8:30 a.m. class if he/she had a class assignment the previous evening.
4. Normally, there shall not be an extended "break" during the normal work day. For example: by a scheduled 8:30 class and a 3:30 class with no classes scheduled in between.
5. No teacher shall be required to teach more than two evening classes, such classes to commence at 5:30 p.m. or thereafter.
6. In most cases, all full-time teachers shall be given first choice of evening teaching assignments in their area of competence before any adjunct teachers are assigned in such courses.
7. If a teacher requests a deviation of these conditions, extra compensation shall not be made. Such deviation(s) shall be made without prejudice.

8. In developing teaching schedules, appropriate professional activity, such as public service, research, and graduate school attendance on the part of the teacher shall be taken into consideration.

9. Teachers shall be required to meet their classes during the hours scheduled for final examinations. The class is scheduled by the Chief Academic Officer.

C. Information to Association

1. The College shall provide the Associaiton with copies of all registration print-outs of scheduled classes and class enrollment as such print-outs are printed.

2. Each teacher during the first week of any semester shall insure that a correct copy of his/her schedule is on file in the Division Office and that such schedule includes three (3) hours for student consultations listed as office hours. The office of the Chief Academic Officer will collate all teachers' schedules and send a copy to the President of the Education Association.

D. Course Preparation

1. A teacher shall be assigned no more than three (3) separate preparations per registration period if he/she has taught all the courses previously at the college level.

2. A teacher shall be assigned no more than two separate preparations per registration period if one or more of the courses has not previously been taught by him/her at the college level.

3. Exceptions to this provision shall be made only with the consent of the teacher involved.

E. Additional Teaching

Full-time teachers shall be given preference of summer and/or interim teaching assignments in their areas of competence before any additional summer or interim teachers are hired. Chairpersons shall not receive scheduled summer and/or interim sections unless competent teachers are first offered and have refused such sections, except in those departments or areas that have a documented equitable rotation policy for summer and interim teaching assignments. A full-time teacher accepting a summer assignment pior to May 1st shall be guaranteed appropriate employment and/or compensation at the appropriate rate for one of the sections assigned him/her.

2. All full-time teachers shall be given the first choice of any additional teaching assignments during the regular full semester in their areas of competence before any other adjunct teachers are assigned. Chairpersons shall not receive a scheduled overload unless competent teachers are first offered and have refused such overload, except in those departments or areas that have a documented equitable rotation policy for overload assignments.

F. Office Hours

Teachers shall maintain at least three (3) office hours per week for consultation with students. Such hours shall be in addition to regularly scheduled classes and shall be posted on the teacher's office door.

G. Work Load: Counselors

1. Counselors shall work twelve (12) month contracts from July 1 to June 30.

2. Each full-time counselor will be required to establish working hours equaling a total of thirty-seven and a half (37 1/2) hours per each working week. These working hours will include a meal period of one hour each day.

3. Night counseling duty may be required by the College, and when required, equal compensatory time off during the normal work day or compensation at the rate of $13 per hour shall be provided by the College. Preferences for such duties shall be afforded counselor members of this unit. It will be the option of the counselor to determine whether the compensation is equal compensatory time off or pay

H. Work Load: Librarians

1. All librarians shall work twelve (12) month contracts from July 1 to June 30.

2. Librarians shall work a total of thirty-seven and a half (37 1/2) hours per week over a five (5) day period; these hours shall include a meal period of one hour each day.

3. Night library duty may be required by the College, and when required, equal compensatory time off during the normal work day or compensation at the rate of $13 per hour shall be provided by the College. Preferences for such duties shall be afforded librarian members of this unit. It will be the option of the librarian to determine whether the compensation is equal compensatory time off or pay.

I. Area Coordinators

1. All reductions in teaching load shall be made in consultation with the Chief Academic Officer with the approval of the President.
2. Summer office hours for Area Coordinators may be required by mutual agreement with the Department Chairperson. Compensation will be paid at $12.50 per hour.
3. Additional stipend for Area Coordinators of $750 per annum shall be paid for administrative responsibilities.

J. Committees

1. An educator may be expected to serve on one major standing or ad hoc college-wide committee.
2. There shall be a reduction in load of not more than three (3) contact hours granted to the chairpersons of the Curriculum Committee and the Faculty Assembly Executive Committee. The Chief Academic Officer, in his/her sole discretion, may designate any other standing or ad hoc committee chairperson to also receive a load reduction. The terms of this section cannot be utilized to grant an educator more than a six-hour per semester load reduction.
3. If the educator cannot attend a committee meeting because of scheduled class or lab, he/she shall be excused from such meetings, without adversely affecting his/her standing on the committee.

K. Advising and Coaching

1. Advisement of all student clubs and organizations shall be on a voluntary basis and optional with educators. Compensation for such advisory assignments will be as listed in Appendix III attached to this Agreement.

2. Coaching of all student clubs and organizations shall be on a voluntary basis, and optional with the educator, except in such cases where the physical education job description includes specific coaching activities. Compensation for such coaching assignments will be as listed in Appendix II of the Agreement.

3. Academic advising of students by teachers shall be limited to programming of students for registration. The College shall provide each teacher with the necessary information, forms, advising aids and material prior to the preprogramming period.

4. Teacher participation in the in-person registration periods shall be voluntary.

L. Office Assignments

1. The Chief Academic Officer will notify the Associaiton of the office space available to educators. The Association will recommend the allocation of that space.

2. The Chief Academic Officer will give the recommendation of the Association serious consideration as he/she allocates that space.

3. No educator shall be moved from his/her office without at least two (2) weeks prior written notification.

M. Attendance at College Functions

1. Educators' attendance at all College sponsored non-academic functions and activities shall be voluntary.

2. Educators attending those functions for which academic attire is required shall have said attire furnished by the College at no cost to them.

N. Academic Calendar

1. The Association shall have the privilege of inquiring into and recommending the establishment of any changes in the academic calendar.
2. The appropriate committee, in addition to its other functions, shall advise the Chief Academic Officer in the development of any pre-instructional in-service program(s) to insure that an excessive number of meetings will not be required of the educators.
3. The appropriate committee shall advise the Chief Academic Officer on the academic calendar; every effort shall be made by the Chief Academic Officer to seek the advice of the Committee when alterations in the calendar are being considered. All copies of any such alterations in the calendar will be sent immediately to the Association.

O. Admission to Courses

Educators and their dependents (i.e., as determined by the I.R.S. Code), are to be granted tuition-free entrance for credit or audit to any credit courses offered by the College, as established by the College's Board of Trustees with the exception of courses offered by the Casino Career Institute. If an educator dies while under contract to the College, his/her immediate survivors are to be granted this same tuition-free entrance. The intent is to waive tuition not to provide an outlay of cash.

P. Mental/Physical Examination

Any psychiatric or physical examination required by law or by the College shall be paid for by the Board. If, at the educator's option, he/she chooses his/her own physician or psychiatrist, he/she shall pay for same. Free tuberculosis testing shall be provided annually to all educators.

Q. Tenure/Multiple Year Contracts

1. Tenure shall be granted in accordance with the laws of the State of New Jersey.
2. Counselors and librarians who are offered a contract for what would be their sixth continuous year shall be offered a five-year term contract. In the event a counselor or a librarian alleges that the non-renewal of such a five-year term contract was for capricious or discriminatory reasons, such allegations may be submitted to binding arbitration.

R. Substitute Teaching Assignments

Teachers will be paid at the normal overload rate when asked by the Administration to teach additional courses because of an emergency during the semester. The pay for this additional work begins after the first three contact hours. This emergency overload teaching is at the option of the instructor.

ARTICLE IX

PROMOTIONS

The viability and vitality of an educational institution depend upon the ability of its teaching staff to teach, to grow as teachers, and to cope successfully with challenges as they arise. A promotion system exists in large part to invite and reward service that will meet these needs. Thus, a candidate for promotion must present evidence that he or she has performed meritoriously for a long enough time to indicate that such service will in all likelihood continue into the future. The Board of Trustees will make every effort to provide the funds for promotion to be granted to all candidates applying who have met the promotional criteria.

A. Promotion Procedure

1. The promotion procedure is initiated by the educator seeking promotion by submitting a promotion package to the supervisor. The promotion package will contain at least those items specified in the Evaluation of Educators Procedure section of the contract, Article IV, Section C.

2. The supervisor will add to the package a summary evaluation which will be discussed with and signed by the faculty member, the signature indicating only that this evaluation has been seen and discussed. The educator may add his or her comments to be included with the supervisor's evaluation. At this point the educator may have the promotion package sent to the next line supervisor, if applicable, may appeal the recommendation to the Evaluation Appeals Committee if the dispute involves a matter of substance rather than procedure, or may terminate the promotion procedure.

3. The next line supervisor will add to the package a written evaluation covering those areas pertinent to promotion about which he or she has knowledge. The supervisor's evaluation will be discussed with and signed by the educator, the signature indicating only that this evaluation has been seen and discussed. The educator may add his or her comments to be included with the supervisor's evaluation. At this point the faculty member may have the promotion package sent to the Chief Academic Officer, may appeal the recommendation to the

Evaluation Appeals Committee if the dispute involves a matter of substance rather than procedure, or may terminate the promotion procedure.

4. The Chief Academic Officer will add to the package a written evaluation covering those areas pertinent to promotion about which he or she has knowledge. The Chief Academic Officer's evaluation will be discussed with and signed by the faculty member, the signature indicating only that this evaluation has been seen and discussed. The faculty member may add his or her comments to be included with the Chief Academic Officer's evaluation. At this point the faculty member may have the promotion package sent to the President of the College, may appeal the recommendation to the Evaluation Appeals Committee if the dispute involves a matter of substance rather than procedure, or may terminate the promotion procedure. The faculty member must submit his or her promotion package to the immediate supervisor by December 1. If applicable, the promotion package is sent to the second line supervisor. However, the promotion package must be received by the Chief Academic Officer by February 15.

B. Promotion Priority

If several people are qualified for promotion, and if the money for promotion is limited, then those faculty members qualified for promotion and at the maximum salary for their rank will be promoted first. Faculty members passed over once will be promoted first the next year even over other faculty members who may be at their maximum salaries for their rank.

C. Promotion Timetable

The individual applies for promotion early in the fall semester in anticipation of the promotion being granted by the Board of Trustees in the spring semester, a year hence. The administration will assume responsibility to notify the members the dates of the timetable a reasonable time before these dates. A timetable follows:

FALL I

September 15	Educator seeking promotion completes "Promotion Interest Form" and submits it to the *supervisor(s) with a copy to the Chief Academic Officer.
October 1	Initial conference with supervisor(s) to discuss candidacy and criteria for promotion.
November 1	The educator will submit a preliminary draft of his/her promotin package at this time. This draft will summarize what the candidate can document regarding Teaching Effectiveness, Professional Growth and Contributions to the College.
November 30	Second Conference. Before this conference the Chief Academic Officer will meet with the Division Chairperson to reach a consensus so that the Division Chairperson can tell the member what changes in behavior are expected to get recommended for promotion. This consensus will be given to the member at this conference.

SPRING I

June 1	Classroom observation and post-conference summary prepared by supervisor(s) and submitted to candidate.

*By "supervisor" is meant department chair, division chair, Director of Counseling, Dean of Students, as applicable.

NOTE: The above dates are actually DEADLINES. Whenever possible, it would be desirable to complete the step before the aforementioned date.

FALL II

Sept.-Nov.	Additional observations and conferences as necessary.
December 1	Promotion package submitted to the immediate supervisor.

SPRING II

February 15	Supervisor(s) submits promotion recommendation to Chief Academic Officer.
May 15	Chief Academic Officer submits promotion recommendation to President. Prior to May 15 Chief Academic Officer's evaluation will be discussed with and signed by the member.
June	President recommends promotion of educator at Board meeting.

ARTICLE X

GRADUATE STUDY COMPENSATION

A. $300 Maximum per Trimester

All full-time educators who take graduate work or relevant courses with prior approval of Chief Academic Officer contributing to their professional growth may receive a maximum of $300 per trimester toward the tuition costs of such courses. General, routine fees as required of all educators may be included in the cost of such courses. Extraordinary lab fees shall be borne by the educator. A trimester is defined as three 4-month periods. The first trimester will be from June 1 to September 30. The second trimester will be from October 1 to January 31. The third trimester will be from February 1 to May 31.

B. Application Procedure

Application for reimbursement of such tuition costs must be made during the trimester that the faculty member is taking the course. The application will be made by educators to the Sabbatical Leave Committee. This Committee will advise the Chief Academic Officer for such reimbursement. Lack of funds in this budget category shall be sufficient grounds for denial of reimbursement.

C. Graduate School Choice

Any accredited graduate school thus involved will be solely the choice of the educator.

ARTICLE XI

INDIVIDUAL CONTRACTS

A. Notice and Issue Date

Annual contracts shall be issued by March 15. When the Board does not intend to reappoint an educator, notice of non-appointment shall be given in writing no later than March 1 of the first year of employment, February 1 of the second, third and fourth years of employment, and not later than January 15 of the fifth year of employment. In the case of Presidential non-recommendations during the fifth year, the President will so inform the educator by December 15.

B. Contract Signing

Contracts are to be signed by each educator and returned to the Board not later than March 30.

C. Termination

Contracts may be terminated at any time by mutual agreement between the educator and the Board. Such agreement shall be in writing.

ARTICLE XII

INSURANCE PROTECTION

A. Health Insurance

Participating in the New Jersey Health Benefits Program shall be non-contributory to the Association member for all premium increases after July 1, 1977, as certified by the Division of Pensions with coverage of dependents, including children up to age twenty-three (23). This coverage is Blue Cross Hospitalization, Blue Shield Medical and Surgical, extended coverage, and Prudential Major Medical, or equal coverage and becomes effective for new employees the first day of the month following 60 days of employment. For present employees, the annual enrollment period will be the month of January to be effective the first coverage period of April.

B. Dental Coverage

Effective October 1, 1982, the College will provide a full family co-insurance dental program with 100% coverage for preventive and diagnostic care; 80% coverage for basic services including oral surgery, endodontic, periodontic and basic restorative benefits (amalgam, synthetic, porcelain and plastic restorations for treatment of carious lesions); and 50% coverage for major restorative (crowns, inlays and gold restorations) and prosthodontic (bridges, partial and complete dentures) benefits with a $1,000 maximum per family member per year with no deductible applied. The selection of the insurance carrier shall be at the sole discretion of the College.

C. Prescription Plan

The Blue Cross Prescription Program will be provided based on $1.00 co-pay which shall exclude contraceptives. The College will provide the premium for the employee and eligible dependents. New employees shall be eligible for membership at the beginning of the month following 60 consecutive days of employment.

D. Vision Care

A Vision Care Program is available effective October 1, 1984 for members and eligible dependents which will provide on a one time basis for the period indicated the following benefits:

Vision exam, up to	$28.00
Frame, up to	$19.60
Prescription Lenses	
per lens, up to	$14.00
per lens (bifocals), up to	$21.00
per lens (trifocals), up to	$28.00
per lens (lenticular), up to	$35.00
per lens (contacts) following cataract surgery, up to	$112.00
per lens (contacts), up to	$21.00

Prescription tinted/sun glasses are eligible for reimbursement; plain sunglasses are not covered. The allowances above are payable once during the term of the Agreement.

E. Disability Insurance

The college will provide $40.00 in the first year of the contract, $45.00 in the second year and $50.00, in the 3rd year per employee per annum for the purpose of establishing a disability insurance program. A committee to include the Director of Personnel Services and a representative from each of the three bargaining units will agree on the plan(s) selected.

ARTICLE XIII

LEAVES

A. Sick Leave

All unit members shall enjoy sick leave benefits in accordance with the applicable statutes (18A: 30-2, 18A:30-2). As of September 1, all teaching members employed shall be entitled to ten (10) sick leave days each academic year. Twelve (12) month members shall be entitled to 12 sick leave days as of July 1 each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Extended Leaves of Absence

In applying for extended leaves, the educator must state specific paragraph in the contract regarding extended leaves of absence.

1. Advanced Study

A leave of absence for one year may be granted by the Board to any educator upon application for the purpose of advanced study if in the opinion of the Board such study shall benefit the College as well as the individual. The Board may extend such leave beyond the one-year limit. Upon return from such leave, the educator shall be placed on the same salary level on which he/she would have been had he/she been employed at the College during that period.

2. Service

A leave of absence of up to one year may be granted to any educator by the Board upon application for the purpose of serving as an officer of any professional association or on its staff if in the opinion of the Board such service shall benefit the College as well as the individual. The Board may extend such leave beyond the one year limit. Upon return from such leave such educator shall be placed on the same salary level on which he/she would have been had he/she been employed at the College during that period.

3. Maternity Leave

The Board shall grant maternity leave without pay to any educator upon request subject to the following stipulations and limitations:

a. Providing the educator can submit a doctor's certificate that such member is physically unable to perform her duties, maternity leave shall commence on the date requested by the educator.

b. Any educator granted maternity leave without pay according to the provisions of this decision may at her discretion elect to utilize accumulated sick leave to the degree as certified by her doctor that she was sick during such period of maternity leave.

c. Providing the educator submits upon demand a doctor's certificate testifying as to her ability to return and perform duties, the educator shall be returned to employment status effective the first day of the semester following her application for such return. If the educator is a counselor or librarian, she shall be returned to employment status effective the third day following her application to return.

d. Upon return from such leave, an educator shall be placed on the same salary level which she would have attained had she been employed at the College during this period.

4. Adoption Leave

Any educator adopting an infant pre-school child shall receive similar leave which shall commence upon receiving defacto custody of said child or earlier if necessary to fulfill the requirements for the adoption period. In the event of a contemplated adoption, the educator shall notify the College of his/her plans and keep the College informed of developments to the best of his/her ability..

5. Military

Military leave without pay shall be granted to any employee in accordance with all state and federal laws pertaining to military service and leave of absence.

6. Illness of Family

A leave of absence without pay up to the end of the current academic year shall be granted for the purpose of caring for a sick member of the educator's immediate family.

7. Political

The Board shall continue to comply with applicable state and federal statutes on mandated leave for service in political office.

8. Other Leaves

The Association recognizes that the Board may grant other leaves of absence or extensions of these leaves of absence without pay at its sole discretion. Upon return educator shall be placed as the same salary level at which he/she existed before application.

9. Child-Rearing Leave

The Board may grant child-rearing leaves of absence or extensions of these leaves without pay.

C. Temporary Leaves of Absence

Educators shall be entitled to the following temporary no-accumulative leaves of absence with full pay each year. These shall be in addition to any sick leave to which the educator is entitled.

1. Business/Legal/Religious

Up to four (4) days leave of absence for religious, business, or legal matters which require absence during working days shall be granted. The applicant for such leave shall indicate whether the leave request is for religious, business or legal matters. Educators shall not be asked to specify the religious holiday for which approval is requested, but it is understood that only holidays specified in state calendar shall be included in this provision.

2. Death

Up to three (3) days leave of absence at any one time upon the death of an educator's spouse, child, step-child or ward, parent, step-parent, foster-parent, grandparent, parents or grandparents of spouse, or any other member of the family unit living in the same household, no matter what degree the relationship.

3. Notice

Whenever possible, a forty-eight (48) hour written notice to the appropriate supervisor should be given by the educator planning to take a leave under this Section.

D. Vacations: Twelve-Month Personnel

1. Vacation Days

Counselors and librarians shall earn two (2) paid vacation days per mohth of service. Unused vacation days may accumulate to a total of forty-eight (48) days retroactive to date of initial employment. At the termination of employment, counselors and librarians thus ending employment shall be paid on a per diem basis for unused vacation days. Such vacation days shall be in addition to any sick leave or other temporary leaves to which the employee is entitled. Such vacation days shall be scheduled at least one week ahead with the appropriate director. Vacation days may be taken singularly or in a block.

2. Paid Holidays

All counselors and librarians shall be entitled to the following paid holidays. If the College is open on any of these holidays, compensatory days shall be scheduled.

Veteran's Day
Independence Day
Labor Day
Columbus Day
General Election Day
Thanksgiving Day
Memorial Day
Christmas Day
New Year's Day
President's Day
Good Friday
Martin Luther King's Birthday

ARTICLE XIV

SABBATICAL LEAVE

A. Five Per Cent (5%) of Educators Annually

Every effort shall be made to make budgetary provision to permit at least five per cent (5) of the educators to be on sabbatical annually.

B. Six Year Residency

All full-time educators who have completed six (6) years of service at the College are eligible for sabbatical leave. Application for such leave shall be made to the Sabbatical Leave Committee during the year preceding the anticipated leave.

C. Appropriate Activities

The following activities are regarded as appropriate for the granting of sabbatical:

1. Full-time attendance at graduate school.
2. Any full-time research or writing.
3. Any travel which may be deemed beneficial to the College and/or to the professional development of the faculty member.
4. Any other appropriate activities, at the discretion of the Sabbatical Leave Committee.

D. Salary

An educator on sabbatical shall receive full base salary for one half-year or one-half base salary for a full academic year at his/her option.

E. Return for One Year

Any educator receiving sabbatical leave must return to the College after that leave for a period of one year.

F. Position on Return

Upon return from sabbatical leave, the educator shall be placed at the same position on the salary scale on which he/she would have been placed had he/she taught at the College during such a period.

G. Application and Reporting Procedures

Application for sabbatical leave in any academic year shall be filed with the Sabbatical Leave Committee not later than November 1st of the preceding academic year. Individuals applying for a sabbatical leave will present to the Committee in their own behalf a plan of professional development, recognizing such factors as the following:

1. Improvement of service as an educator.
2. Contribution to the development of the total College program.
3. Time span request: __(1) semester, __(2) semesters

The leave applicant shall file an interim and final report of accomplishments obtained pursuant to the objectives (i.e., C. Appropriate Activites) outlined to the S.L.C.

H. Sabbatical Leave Committee

The Sabbatical Leave Committee is composed of the Vice-President for Academic and Student Affairs acting as chairperson; a departmental chairperson to be selected by the President of the College; an educator at large to be selected by the President of the College; two educators selected by the President of the Association; two members of the Atlantic Community College Organization of Supervisory and Administrative Personnel (ACCOSAP), selected by the President of ACCOSAP.

I. Presidential Recommendation

If the President of the College does not recommend for sabbatical these candidates chosen by the Committee, he/she shall provide his/her recommendations to the Committee prior to his/her recommendations to the Board, in sufficient time to allow the Committee to meet with the President for purpose of presenting evidence substantiating its recommendations.

J. Time Schedule for Submission to the Board

The President of the College shall submit annually to the Baord, during the second week in February, the list of educators nominated to participate in the sabbatical leave program. The Board will act on its approval of such nominations not later than March 31. Notice of such approval shall be sent to the applicants and to the Association not later than April 3.

ARTICLE XV

MISCELLANEOUS

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its educators dues for the Atlantic Community College Education Association, the Atlantic County Education Association, the New Jersey Education Association, and the National Education Association as each educator individually and voluntarily authorizes the Board to so deduct. Such deductions shall be made in compliance with Chapter 233, NJ Public Laws of 1969 (NJFA: 52:14-15. 9e) and under rules established by the State Board of higher Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Atlantic Community College Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disperse such monies to the appropriate Association or Associations.

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Each of the Associations named above, once such monies have been dispersed to such Associations, shall save harmless the College from any claims arising from any misapplication of such monies.

B. Travel

1. Travel is authorized by the Chief Academic Officer and the coordination of its operation and function shall be accomplished by the traveller and the Chief Academic Officer. Specific provisions are stated in the current handbook governing travel.

2. A travel allowance of twenty-two cents 22¢ per mile shall be paid educators for excess travel to their teaching assignments and the amount to be paid the educators will be determined at the beginning of the semester. These arrangements would originate from the Chief Academic Officer.

3. The Chief Academic Officer determines excess travel allowance by subtracting the difference from the educators' home to the Mays Landing campus from the distance from the educators' home to the off-campus assignment. If this difference is greater than zero, it is doubled and multiplied by 22¢ per mile. To this sum is added the tolls paid. This total of mileage allowance and tolls is multiplied by the number of times the class meets per week to arrive at the final excess travel allowance.

4. If there is a discrepancy between actual mileage and formula mileage, the Chief Academic Officer may consider making an adjustment.

C. Professional Development

The College and the Association recognize the importance of faculty development on the effectiveness of teaching. To promote and encourage professional growth, each educator will have $100 per academic year to be used for scholarly activities like memberships in professional organizations, scholarly publications, research, and convention expenses.

College library service has the option to catalogue professional journals. College denial on an expenditure in this budgeted area shall not be grievable nor arbitrable.

D. Copies of Agreement

Copies of this Agreement shall be reproduced by the Board and distributed to all educators now employed or hereafter employed by the Board during the duration of this Agreement.

E. Separability

If any provision of this Agreement or any application of this Agreement to any educator or educators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

F. Ratification

This Agreement shall be subject to ratification by members of the Association and by members of the Board of Trustees.

G. Savings Clause

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board enforce on such date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein, shall be interpreted and/or applied so to eliminate, reduce or otherwise detract from any educator benefits existing prior to its effective date. This Agreement shall supersede all previous Board of Trustees policies on those matters.

H. Understanding of Parties

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations.

I. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual educator, heretofore, or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

J. Pay Cycle

Teachers will have the option to be paid either on a ten-month or twelve-month basis. Paydays occur every other Friday with adjustments for holidays according to a payday schedule issued by the Business Office. Counselors and librarians shall be paid on a twelve-month basis.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 1984 and shall continue in effect until June 30, 1987 unless the Association and the Board mutually agree in writing to an extension of its duration.

BOARD OF TRUSTEES

Chairperson

Secretary

EDUCATION ASSOCIATION
The Teachers, Librarians and
Counselors Bargaining Unit

Hutchison
President

Wilfred F Parsons
Secretary

Date of Completed Signing: 10/19/84

C1

APPENDICES

I - Teachers' Salary Ranges

II - Counselor/Librarian Salary Ranges

III - Salaries

The appendices contained herein have been negotiated and agreed to by the parties.

C2

APPENDIX I

TEACHERS' SALARY RANGES
Ten Month Contract

ACADEMIC RANK	SALARY RANGE 1984-85	SALARY RANGE 1985-86	SALARY RANGE 1986-87
Instructor	$13,878-22,205	$14,988-23,981	$16,187-25,899
Assistant Professor	$17,128-27,405	$18,498-29,597	$19,978-31,965
Associate Professor	$20,270-32,432	$21,892-35,027	$23,643-37,829
Professor	$24,096-38,554	$26,024-41,638	$28,106-44,969

A $500 stipend shall be awarded to a teacher who is promoted to the next higher rank in the 1984-87 contract years. If a promotion in rank has been achieved by June 1, of any year, summer pay for that year will be based upon the new higher rank. Promotions given during the year shall be prorated.

APPENDIX II

COUNSELOR/LIBRARIAN SALARY RANGE
Twelve Month Contract

LEVEL	SALARY RANGE 1984-85	SALARY RANGE 1985-86	SALARY RANGE 1986-87
Counselor/Librarian I	$13,329-21,326	$14,395-23,032	$15,547-24,875
Counselor/Librarian II	$16,204-25,926	$17,500-28,000	$18,900-30,240
Counselor/Librarian III	$18,818-30,109	$20,323-32,517	$21,949-35,118
Counselor/Librarian IV	$21,628-34,605	$23,358-37,373	$25,227-40,363

A $500 stipend shall be awarded to a teacher who is promoted to the next higher rank in the 1984-87 contract years. If a promotion in rank has been achieved by June 1, of any year, summer pay for that year will be based upon the new higher rank. Promotions given during the year shall be prorated.

APPENDIX III
SALARIES

A. Salary Increases

1. Ten Month Teachers

a. For the academic year 1984-85, an across-the-board raise of $2,050, effective July 1, 1984, subject to range maximum, shall be granted over prior year's salary. Note: There shall be no "red lining" (adherence to the range maximum) of salaries through June 30, 1985.

b. For the academic year 1985-86, an across-the-board raise of 8%, effective July 1, 1985, subject to range maximum, shall be granted above the 1984-85 salary. There shall be no "red lining" (adherence to the range maximum) through June 30, 1986.

c. For the academic year 1986-87, an across-the-board raise of $2,400 effective July 1, 1986, subject to range maximum, shall be granted above the 1986-87 salary. There shall be no red-lining (adherence to the range maximum) through July 1, 1986.

2. Twelve Month Educators

a. For the academic year 1984-85, an across-the-board raise of $2,050 effective July 1, 1984, subject to range maximum, shall be granted over prior year's salary. Note: There shall be no "red lining" (adherence to the range maximum) of salaries through June 30, 1985.

b. For the academic year 1985-86, an across-the-board raise of 8%, effective July 1, 1985, subject to range maximum, shall be granted above the 1984-85 salary. There shall be no "red lining" (adherence to the range maximum) through June 30, 1986.

B. Overload Salary Schedule, Fall, Spring and Interim Sessions, 1984-87

	Per Contact Hour
Instructor, C-L I	$250
Assistant Professor, C-L II	$300
Associate Professor, Professor, C-L III, C-L IV	$325

C. Summer Sessions Salary Schedule, 1985-87

Instructor, C-L I	$275
Assistant Professor, C-L II	$325
Associate Professor, Professor, C-L III, C-L IV	$350

Independent Study Salary Schedule, 1984-87

Educators supervising independent study programs shall receive $50 per credit. An educator shall not supervise more than two (2) such programs per semester. Independent study supervision shall be voluntary and shall not count toward the educator's normal 15-hour teaching load.

E. Cooperative Education Instructional Stipend, 1984-87

Educators supervising cooperative education courses shall receive $17 per student credit hour. Such educator supervision shall be voluntary and shall not count towards the educator's normal 15-hour teaching load.

F. Coaching Salaries, 1984-87

The following coaching salaries are applicable only to full-time members of the bargaining unit.

Coach I — $2,500

Basketball (Men and Women)
Soccer
Baseball
Wrestling
Archery
Softball

Coach II — $1,300

Volleyball
Golf
Tennis (Men)
Tennis (Women)

Coach III — $ 850

Cross Country

Assistant Coaches

50% of the full coach salary at each particular level (I, II, III).

G. Extra-Curricular Activities Salary Schedule, 1984-87

Newspaper Advisor	Three-contact hour reduced load plus $602 each semester. Overload teaching only upon the request of the Chief Academic Officer.
Yearbook Advisor	$1,095

H. Telecourse

A telecourse may be taught either in load or as an overload. The maximum class size is 35 students. Once the maximum size is reached the following rate shall go into effect for every student over 35.

Instructor - $50 per student
Asst. Professor - $55 per student
Assoc./Full Professor - $60 per student

H. Telecourse (Cont.)

If the course is taught as an overload, the following rate of pay shall be used.

Instructor - $125 + $50 per student
Asst. Professor - $125 + $55 per student
Assoc./Full Prof. - $125 + $60 per student

The contracted overload rate is in effect once enrollment reaches 15 and does not exceed 35 students. Once the maximum size of 35 students is reached, the former rate schedule shall be used to compute pay for excess students.

REFERENCES

I. Teachers' Evaluation Summary Form

II. Teachers' Self-Evaluation Form

III. Counselors' Evaluation Summary Form

IV. Counselors' Self-Evaluation Form

V. Librarians' Evaluation Form

VI. Librarians' Self-Evaluation Form

VII. Teachers' Minimum Qualifications for Promotion

III. Counselor/Librarian Minimum Qualifications for Promotion

IX. Promotion Interest Form

X. Criteria for Promotion

XI. Retraining Policy

The reference material in this agreement is done as a convenience to all concerned. These reference sections have not been the object of negotiation by the parties.

REFERENCE I

TEACHERS' EVALUATION SUMMARY

This form shall be completed by the appropriate chairperson each semester for non-tenured teachers and each year for tenured faculty applying for promotion, and for tenured faculty every fifth year.

All "needs improvement" ratings must be accompanied by specific explanatory statements. The lack of such explanatory material shall void the rating.

Evaluation for: ______________________________ Date: ____________________

Rank: ____ Dept: ____________________

Evaluation by: ______________________________

Title: ____

Evaluation for: __ retention __ fifth-year evaluation __ promotion

__ recommended __ not recommended

1. Teaching effectiveness: satisfactory ( ) needs improvement ( )

   Remarks:

2. Professional Growth: Satisfactory ( ) Needs Improvement ( )

   Remarks:

3. Contributions to the College and responsiveness to College needs:
   Satisfactory ( ) Needs Improvement ( )

   Remarks:

Supervisor's Signature

Teacher's Signature

Date

Date

REFERENCE II

TEACHERS' SELF-EVALAUTION FORM

This form shall be completed by non-tenured teachers once a year and by teachers applying for promotion.

NAME ______________________ DATE: ______________

RANK ______________________ DEPT: ______________

1. Teaching Effectiveness:

2. Professional Growth:

3. Contribution to the College and Responsiveness to College needs:

Supervisor's Signature

Teacher's Signature

Date Received

REFERENCE III

COUNSELORS' EVALUATION SUMMARY

This form shall be completed by the appropriate director each semester for first, second, third, fourth, and fifth year counselors; each year for multiple year contract counselors applying for promotion; and in the year prior to each five year renewal. All "needs improvement" ratings must be accompanied by specific explanatory statements. The lack of such explanatory material shall void the rating.

Evaluation for: ______________________________ Date: ____________________

Rank: ____ Dept: ____________________

Evaluation by: ______________________________

Title: ______________________________________

Evaluation for: ___ retention ___ fifth-year evaluation ___ promotion

___ recommended ___ not recommended

Key: (1) Exceeds performance expectations

(2) Fully meets performance expectations

(3) Adequately meets performance expectations

(4) Barely meets minimum requirements

(5) Unsatisfactory - Does not meet requirements

I. Counseling Effectiveness

A. Career Counseling

Demonstrates skills in areas of career planning, vocational decision making, vocational assessment, goal setting, and values clarification while demonstrating an awareness of developmental issues affecting career development. Also demonstrates knowledge of job market information and job placement.

Rating _____

Comments ____

____

____

____

____

B. Academic Planning and Advisement

Demonstrates skills in correlating career goals with appropriate academic preparation. Demonstrates knowledge of College academic programs, proper course sequencing, course content, course relation to career goal and academic discipline, course relation to upper division transfer, and need for basic skills or other prerequisite requirements.

Rating _____

B. Academic Planning and Advisement (cont'd.)

Comments ____

C. Personal Adjustment to College Life

Demonstrates skills in time management, organizing like priorities, utilizing internal and external referrals, developing interpersonal skills, enhancing student self-awareness, and assisting students to come to terms with internal development and external environmental changes.

Rating _____

Comments ____

D. Counseling Students with Special Needs

Demonstrates skills in being able to respond to students with special needs (e.g. returning adult students, disadvantaged students, handicapped students, veterans, etc.)

Rating _____

Comments ____

E. Human Development Counseling

(Human Potential, self-concept development, human relations)

Rating _____

Comments ______________________________

F. College Transfer Counseling

Demonstrates skills and effective knowledge base regarding upper division academic programs and courses, transferrability of ACC courses and programs, and use of transfer resource materials.

Rating _____

Comments ______________________________

G. Effective Interviewing Skills

Demonstrates skills in listening, focusing on real issues differentiating presenting issues from substantial issues, and interview termination skills.

Rating _____

Comments ______________________________

II. Professional Development

Relevant professional development activities in which counselor's participation has related to growth in professional performance.

Rating _____

Comments ____

III. Contributions to the College

Specific activities, functions, and commitments in which counselor actively particpates that contributes to the enhancement of the college community.

Rating _____

Comments ____

Counselor's Signature

Supervisor's Signature

Date

REFERENCE IV

COUNSELOR SELF-EVALUATION FORM

1. In which specific areas of counseling performance have you placed your greatest degree of emphasis (e.g. career counseling, group counseling, transfer counseling, etc.)? Indicate how you feel you have been effective within these areas.

2. Indicate which areas of counseling performance you feel a need to develop. What specific steps will you take to develop these areas?

3. Cite specific professional development experiences you have had during this evaluation period which have affected your professional growth. How have these experiences affected your professional development?

4. Identify areas of further professional development and training which you feel appropriate to address in the future.

5. Cite specific instances in which you feel you have made positive contributions to the College.

Counselor's Signature

Supervisor's Signature

Date

REFERENCE V

LIBRARIANS' EVALUATION FORM

This form shall be completed by the appropriate director each semester for first, second, third, fourth, and fifth year librarians; each year for multiple year contract librarians applying for promotion; and in the year prior to each five-year renewal.

All "needs improvement" ratings must be accompanied by specific explanatory statements. The lack of such explanatory material shall void the ratings.

Evaluation for: ______________________ Date: ________________

Rank: ______________________________ Dept: ________________

Evaluation by: ______________________

Title: _____________________________

Evaluation for: ☐ retention ☐ fifth-year evaluation ☐ promotion

☐ recommended ☐ not recommended

1. Professional effectiveness Satisfactory ( ) Needs Improvement ( )

Remarks:

2. Professional growth:

Satisfactory ( ) Needs Improvement ( )

Remarks:

3. Contributions to the College and responsiveness to College needs:

Satisfactory ( ) Needs Improvement ( )

Remarks:

Supervisor's Signature

Date

Librarian's Signature

Date

REFERENCE VI

LIBRARIAN'S SELF-EVALUATION FORM

This form shall be completed once a year by first, second, third, fourth, and fifth year librarians and once a year by multiple year contract counselors applying for promotion.

Name: ______________________________ Date: ______________

Rank: ______________________________ Dept: ______________

1. Librarian Effectiveness:

2. Professional Growth:

3. Contributions to the College and responsiveness to College needs:

Supervisor's Signature

Librarian's Signature

Date Received

REFERENCE VII

TEACHERS' MINIMUM QUALIFICATIONS FOR PROMOTION

1. An instructor may be promoted to the rank of Assistant Professor if he/she has a Master's Degree and has taught full-time at least three years at Atlantic Community College.

2. An Assistant Professor may be promoted to the rank of Associate Professor if he/she has a Master's Degree, has ten years of full-time teaching experience or the equivalent with at least seven at the collegiate level, and has been an Assistant Professor at Atlantic Community College for at least five years.

3. An Associate Professor may be promoted to Professor if he/she has a Master's Degree, has fifteen years of full-time teaching experience or the equivalent with at least ten at the collegiate level; and has been an Associate Professor at Atlantic Community College for at least five years.

Teachers eligible to teach in documented career programs may equate non-college professional, educational, business or vocational experience years with academic credentials, at the discretion of the College.

The holder of an earned doctorate will be credited with two (2) equated years of full-time teaching for the purposes of minimal qualifications for promotion.

Approved leaves of absence for professional activity or for the good of the College will be counted toward the teaching experience for each of the above ranks with the aproval of the Chief Academic Officer.

Two years of non-college professional, educational, or business experience equals one year of teaching experience at the collegiate level, at the discretion of the College.

At the discretion of the College, in unusual circumstances, in hiring the College may waive the experiential criteria.

REFERENCE VIII

COUNSELOR/LIBRARIAN MINIMUM QUALIFICATIONS FOR PROMOTION*

Counselor/Librarian I

Master's Degree in Counseling/Library Science with no experience, or equivalent.

Counselor/Librarian II

Master's Degree in Counseling/Library Science or related field, plus a minimum of three years counseling/library experience, or equivalent.

Counselor/Librarian III

Master's Degree in Counseling/Library Science plus a minimum of ten years full-time counseling/library experience (with at least seven at the collegiate level and at least five at ACC) or equivalent.

Counselor/Librarian IV

Master's Degree in Counseling/Library Science plus a minimum of fifteen years counseling/library experience (with at least ten at collegiate level and at least five at ACC) or equivalent.

*Advanced degree academic qualifications for counselors are as follows:

(1) Master's Degree in Counseling, and/or (2) Master's in Student Personnel Services, and/or (3) M.S.W., and/or (4) Master's in Psychology.

The holder of an earned doctorate will be credited with two (2) equated years of full-time teaching for the purposes of minimal qualifications for promotion.

Two years of non-college professional counseling, education, library or business experience equals one year of experience at the collegiate level, at the discretion of the College.

Approved leaves of absence for professional activity or for the good of the College will be counted toward the counseling/library experience for each of the above ranks with the approval of the Chief Academic Officer.

REFERENCE IX

PROMOTION INTEREST FORM

TO:

FROM:

SUBJECT: Promotion - Preliminary Application

This is to inform you of my intention to apply for promotion by December 1, 19__ according to the provisions stated in Article IX of the Master Contract effective academic year _____.

Date hired . . . . ____________________

Date last promoted . . . . ____________________

Present rank . . . . ____________________

Years[1] at present rank . . . . ____________________

Years[1] full-time teaching experience[3] . . . . ____________________

Years[1] full-time teaching experience at college level[3] . . . . ____________________

Years[2] full-time teaching equivalence . . . . ____________________

Date of all past contractual satisfactory yearly evaluations . . . . ____________________

____
Signature

____
Date

NOTE: To be given to your supervisor(s) on or before September 15.

cc: Chief Academic Officer

---

[1] Not including this academic year.
[2] Explain in detail on reverse side.
[3] List on reverse side. Include employer, dates and title or duties.

REFERENCE X

CRITERIA FOR PROMOTION

The following criteria will be considered in addition to the criteria indicated in the Faculty Job Description in the Policies and Procedures Manual (p. 70). For promotion to a higher rank only those activities performed since the previous prmotion will be considered. The level of performance will be consistent with that achieved for the previous promotion.

I. Teaching Effectiveness

Displays effective teaching in ways such as the following:

A. Provides help to students outside of class which goes beyond normal class hours and office hours. This help must be of such a nature as to be documentable or demonstrable, e.g., a "structured activity."

B. Is willing to provide alternative or innovative methods of instruction when necessary to meet the needs of different students and/or classes.

II. Professional Growth

Demonstrates professional growth in ways such as the following:

A. Gives evidence of professional activity, such as:

1. membership in professional societies as evidenced by any of the following:

    a. attending meeting as delegate/member;
    b. organizing a professional meeting;
    c. serving as speaker at a meeting;
    d. serving as panelist at a meeting;
    e. serving as moderator/facilitator, recorder, editor, etc.;
    f. holding office in any professional organization;
    g. serving on or chairing an organization committee.

2. scholarly activity, as evidenced by any of the following:

    a. publishing;
    b. submitting manuscripts;
    c. preparing reports on research.

3. Subscribing to professional journals

B. Takes courses and/or participates in workshops, seminars, or colloquia which enrich his/her knowledge of his/her discipline and/or contribute to effectiveness of teaching.

III. Contributions to the College and Responsiveness to College Needs

Makes contributions to the College, such as the following:

1. Providing significant service as a committee member;
2. chairing a committee;
3. providing significant service to the division or organizational unit;
4. serving as advisor to a student organization or activity;
5. conducting a workshop or other activity in the name of the College;
6. filling speaking engagements in the name of the College;
7. sharing teaching materials with colleagues;
8. proposing and implementing new programs and courses;
9. suggesting new administrative procedures;
10. implementing new concepts or objectives;
11. aiding in the preparation of a grant proposal.

REFERENCE XI

RETRAINING POLICY

1. It is the policy of ACC to promote educational excellence through the development of programs which serve our common interest in increasing both institutional flexibility and faculty security. This policy will be implemented by offering various alternatives to tenured *faculty whose appointments might otherwise be terminated due to diminution of enrollments in their area.

2. Based upon available data and his or her best professional judgment, the chief academic officer shall annually prepare and distribute to the campus a list of academic and administrative areas in which

   a. position vacancies exist or are projected to exist

   b. teaching is being conducted by adjunct or overload faculty

   This list shall be used as a basis for considering faculty retraining and related opportunities, but shall not be binding on the administration.

3. The chief academic officer shall prepare and distribute to the campus an analysis of the minimal acceptable ratio between student credit hours and FTE faculty for each area. Areas dropping below their minimal acceptable level will be considered overstaffed.

4. When diminution of enrollment in an overstaffed area is, or is projected within a year to be, of such magnitude that, even after taking all other appropriate personnel actions the termination of one or more tenured faculty members is indicated, the chief academic officer shall immediately inform the affected division and arrange a meeting of the area faculty to discuss the situation. At this meeting the chief academic officer shall review the enrollment data, identify the faculty member(s) at risk based on seniority, and discuss with the division the alternatives to an involuntary reduction in force. The purpose of these alternatives is to reduce the number of faculty in an overstaffed area through voluntary action. Therefore, the alternatives shall be made available not only to faculty at risk, but, at the discretion of the chief academic officer, to other tenured faculty in the division as well.

5. The alternatives offered to faculty at risk (or to other tenured faculty at the discretion of the chief academic officer) are:

   a. crossover teaching

   b. departmental reassignment

c. half-time appointment

d. relocation leave.

6. Crossover Teaching refers to the partial reassignment of a faculty member to teach, administrate or perform alternate responsibilities in an area identified on the annual list prepared by the chief academic officer while retaining seniority in their original areas. Consideration for crossover assignment is initiated by the faculty member by indicating interest in writing to the chief academic officer and arranging a meeting with the appropriate division chair or administrator for the purpose of evaluating the relevance of previous academic work and professional experience to the crossover field. Based upon this evaluation, the chairperson shall make one of three recommendations to the chief academic officer:

   a. immediate assignment to crossover teaching based upon appropriate credentials indicating the ability to offer instruction or service of high quality in the courses assigned, or

   b. assignment to crossover teaching after completion of a program of additional academic or other preparation according to a schedule mutually agreed upon by the faculty member and the division chair. If necessary, the College shall provide up to one-half released time for one semester and $600 of graduate tuition assistance, or

   c. no crossover assignment due to lack of appropriate background.

   The final decision shall be made by the chief academic officer. Each division chair shall be responsible for establishing a program of evaluation and improvement of instruction of a crossover teacher during the first two years of the new assignment.

7. Reassignment refers to the moving of a faculty member in an overstaffed area to an area identified on the annual list prepared by the Chief Academic Officer. Consideration for reassignment is initiated by the faculty member by indicating interest to the Chief Academic Officer in writing and arranging a meeting with the appropriate division chair or administrator for the purpose of evaluating the relevance of previous academic work and professional experience to the new area. Based upon this evaluation, the chair shall make one of three recommendations to the Chief Academic Officer.

   a. Immediate reassignment of the faculty member to the new area or position based upon credentials evaluated as equivalent to those required for initial appointment to the area and reflecting ability to offer instruction or service of high quality, or

b. Reassignment to the new area after completion of additional academic work or other preparation according to the schedule of a retraining program mutually developed by the faculty member and division chair and approved by the chief academic officer. The institution will support such retraining through the granting of a retraining leave of up to one year in length at half salary, or

c. No reassignment possible since no retraining program could be accomplished in a year that would permit the faculty member to develop a level of competence equal to that required for appointment to the area and the offering of instruction of high quality.

The final decision shall be made by the chief academic officer. Each division chair shall be responsible for establishing a program of evaluation and improvement of instruction of a reassigned faculty member during the first two years of the new assignment.

8. Half-time appointment refers to the resignation of a faculty member from a tenured positon for the purpose of entering into term contract of no more than two years of half time employment at the institution. The faculty member shall submit his/her letter of resignation and simultaneously receive a contract at a level of compensation including salary and fringe benefits equal to 100% of that of a full-time faculty member. The annual workload of a half-time appointment may be accomplished by teaching half-time in each of two semesters, or teaching full-time in one semester a year. Requests for half-time appointment is initiated by the faculty member and submitted in writing to the chief academic officer, who shall make a recommendation to the President after consulting with the division chair. The final decision shall be made by the President.

9. Relocation leave refers to the resignation of a tenured faculty member for the purpose of pursuing professional or other interests leading to employment opportunities outside ACC. RElocation leaves shall be for one semester at full pay, or two semesters at half pay as mutually agreed upon by the faculty member and the institution. If a faculty member wishes to enroll in a program at ACC during this leave period, attendance shall be tuition free for the duration of the program provided adequate progress is maintained. Requests for relocation leave shall be initiated by the faculty member and submitted to the Chief Academic Officer. who shall make a recommendation to the President after consulting with the division chair. The final decision shall be made by the President.

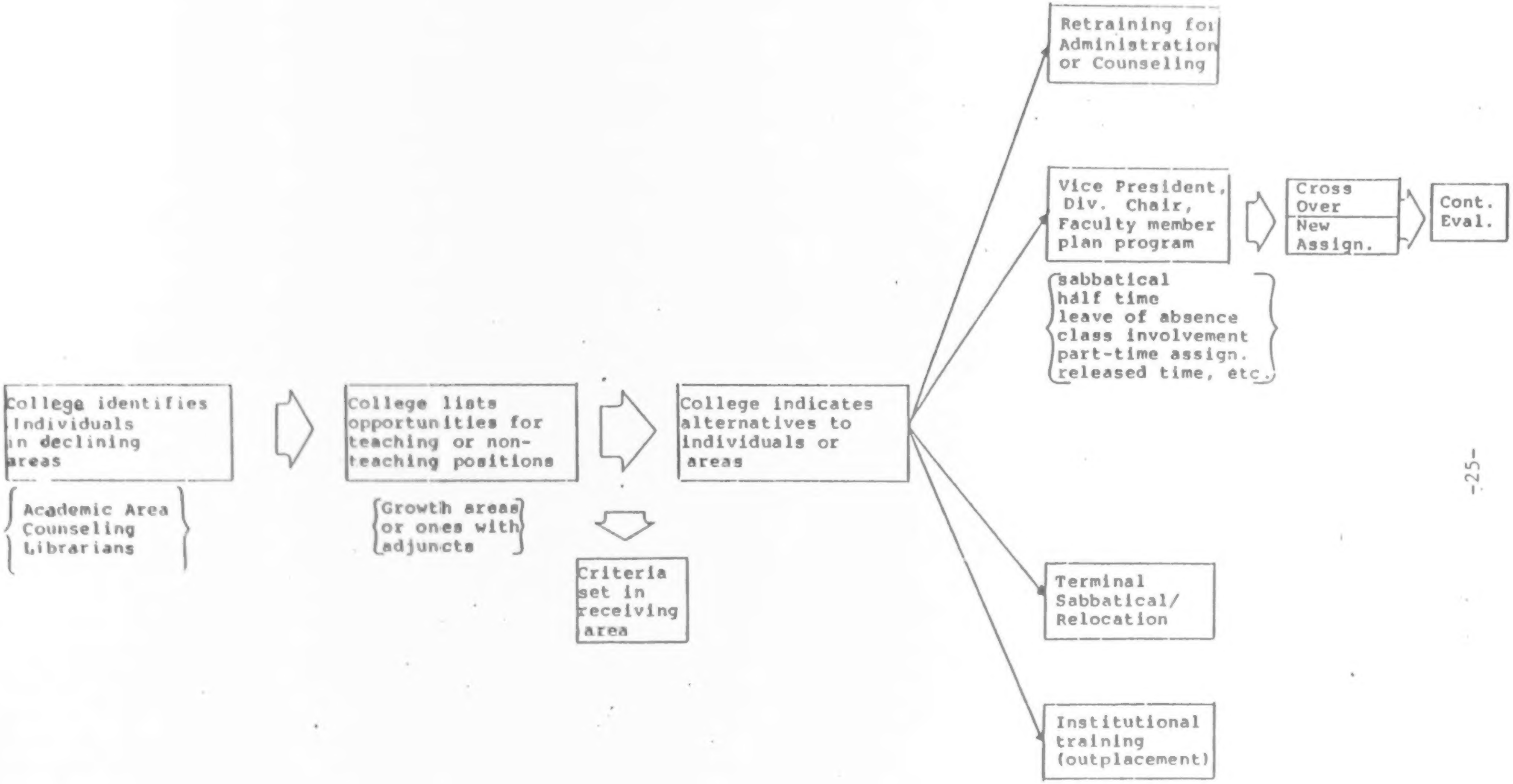
10. At the discretion of the College the alternatives contained in this procedure shall be available both to tenured faculty members at risk and to tenured faculty members not at risk in an overstaffed area.

11. No tenured faculty member shall be terminated due to diminution of enrollment without first being offered the opportunity for either a reassignment or relocation leave. Tenured faculty refusing to accept this opportunity may be terminated by the College if justified on the basis of diminution of enrollment.

12. There shall be a joint committee on faculty development composed of two persons appointed by the President, two persons appointed by the union, and two persons appointed by the Faculty Assembly responsible for monitoring this program and advising the President on its implementation.

* For the purposes of this document, a counselor/librarian five-year employment contract will be equivalent to tenure.

Policy on Retraining does not encompass grant funded positions.


College identifies individuals in declining areas
Academic Area
Counseling
Librarians
College lists opportunities for teaching or non-teaching positions
Growth areas or ones with adjuncts
Criteria set in receiving area
College indicates alternatives to individuals or areas
Retraining for Administration or Counseling
Vice President, Div. Chair, Faculty member plan program
sabbatical
half time
leave of absence
class involvement
part-time assign.
released time, etc.
Cross Over
New Assign.
Cont. Eval.
Terminal Sabbatical/ Relocation
Institutional training (outplacement)

AGREEMENT BETWEEN
BERGEN COMMUNITY COLLEGE
AND
BERGEN COMMUNITY COLLEGE
FACULTY ASSOCIATION

JULY 1, 1985—JUNE 30, 1988

AGREEMENT BETWEEN
BERGEN COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

BERGEN COMMUNITY COLLEGE FACULTY ASSOCIATION
JULY 1, 1985 - JUNE 30, 1988

INDEX

Article I Bargaining Unit.............................. 1
Article II Understandings Relative to This Document.... 2
Article III Negotiations................................ 2
Article IV Board Rights and Responsibilities.......... 3
Article V Association Rights and Responsibilities.... 3
Article VI Calendar.................................... 4
Article VII Individual Contracts........................ 4
Article VIII Salary (See Appendix "A", "B" & "C"......... 5
Article IX Load.. 8
Article X Schedules Fall and Spring Semesters......... 11
Article XI Lecture Modes and Class Overload Compensation......................... 11
Article XII Fringe Benefits............................. 18
Article XIII Leaves of Absence........................... 19
Article XIV Consideration for Appointment, Reappointment, Tenure and Promotion....... 22
Article XV Definitions................................. 36
Article XVI Personnel Files............................. 38
Article XVII Grievance Procedure......................... 39
Article XVIII Engagement of New Faculty................... 41
Article XIX Lecturer Classification..................... 41
Memorandum of Understanding Group "N.T."... 44
Appendix "A"
Appendix "B"
Appendix "C"

THIS AGREEMENT is entered into effective the first day of July, 1985, by and between the BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE, hereinafter referred to as the "BOARD" and the BERGEN COMMUNITY COLLEGE FACULTY ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

ARTICLES OF AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - BARGAINING UNIT

1. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Public Law 1973, Chapter 123, for the Bargaining Unit which shall be comprised of all full-time faculty holding the rank of Professor, Associate Professor, Assistant Professor, Instructor, or Associate Instructor, and of all full-time employees bearing the title of Library Associate, Professional Assistant or Technical Assistant whether said faculty and employees are on contract for a full calendar or academic year of any part thereof or on leave excluding the President of the College, Vice President, Deans, and the Director of Institutional Research.

2. The Board agrees not to negotiate with any member in the bargaining unit individually, or with any group within the bargaining unit other than the Association for the duration of this Agreement.

3. The Bargaining Unit shall hereinafter be designated as follows:

   GROUP T - Full-time teaching faculty holding academic rank of Professor, Associate Professor, Assistant Professor, Instructor or Associate Instructor.

   GROUP C - Full-Time faculty in the Community Services Division holding rank of Professor, Associate Professor, Assistant Professor or Instructor.

   GROUP S - Full-time faculty in the areas of Student Development, Financial Aid and Veteran Service holding academic rank of Professor, Associate Professor, Assistant Professor or Instructor.

   GROUP L - Full-time faculty in the Library and Learning Resources Center holding academic rank of Professor, Associate Professor, Assistant Professor or Instructor.

   GROUP R - Full-time faculty in the areas of Admissions, External Relations, Information, Admissions Testing, Record, Registration, Scheduling, holding rank of Professor, Associate Professor, Assistant Professor or Instructor.

   GROUP A - Library Associate, Professional Assistant, and Technical Assistant.

   "FACULTY MEMBER" shall be defined as only members in Groups "C", "L", "R", "S" and "T".

   "MEMBER" shall hereinafter be the term used to designate all individuals of the aforementioned Groups.

ARTICLE II - UNDERSTANDINGS RELATIVE TO THIS DOCUMENT

1. The dates of this contract are from July 1, 1985-June 30, 1988.

2. This Agreement supersedes all previous understandings and agreements between the Association and the Board.

3. If any provision of this Agreement or any application of the Agreement to any member or group of members shall be found contrary to statutory law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by statutory law, but all other provisions or applications of the Agreement shall continue in full force and effect.

4. Should a mutually acceptable amendment be negotiated by the parties, it shall be reduced to writing and submitted to appropriate ratification procedures of the Board and the Association. At such time as it has been so ratified, it shall become part of this Agreement.

5. Any individual contract between the College and an individual member shall be subject to and consistent with the terms and conditions of this Agreement, which shall be binding during its duration.

6. The Board agrees to duplicate and present copies of this Agreement, within a reasonable time, after signing by both parties, to all members now employed or subsequently employed by the Board during the term of this Agreement.

ARTICLE III - NEGOTIATIONS

1. The parties shall enter into negotiation no later than October 15 of the date preceding the expiration of this contract, unless otherwise agreed to in writing by both parties.

2. Whenever any representative of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings which are related to Association matters, he shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities, nor shall he receive extra compensation therefore.

3. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party, and it is mutually agreed that said representatives shall have all necessary authority to make proposals, consider proposals and make counter proposals during negotiations.

ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES

1. The Association recognizes that the Board has the responsibility and the authority to manage and direct in behalf of the public and itself all the operations and activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.

ARTICLE V - ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. The Association shall enjoy such rights and privileges as are accorded by this Agreement and by Law.

2. Duly authorized members of the Association shall be permitted to transact official Association business on College property when they have no instructional or office hours or other assigned responsibilities scheduled and when such transactions in no way interfere with College business or with the instructional or office hours or other assigned responsibilities of any other member of the College faculty or staff.

3. The Association shall supply, at its own cost, all materials, stationery and other supplies required for use in carrying on the administrative, financial or operational functions of the Association. College equipment, when not required for College purposes, shall be available for use on campus by the Association.

4. With the prior approval of the President or his designee which shall not be arbitrarily withheld, the Association's duly authorized representatives or members employed by the Board may be permitted use of College facilities for meeting purposes at such time and place as will not interfere with, delay or defer any activity or function of the College.

5. The Association may be permitted the use of the College internal mail and telephone systems. Postage for external mail for Association purposes shall be provided by the Association. All outside calls, local and long distance for Association purposes, shall be paid for by the Association.

6. The person who holds the office of President of the Association shall be provided a single occupancy office by the College, on campus, during his term of office, provided space limitations permit as determined by the President or his designee.

7. A bulletin board in a location designated by the President of the College for official Association purpose shall be provided in the main campus building.

8. Members are required to adhere to all rules and regulations, current and future, necessary for the proper administration and conduct of the College.

ARTICLE VI - CALENDAR

1. The President will review with the executive committee of the Association the recommended calendar submitted by the Senate before he makes his final decision.

ARTICLE VII - INDIVIDUAL CONTRACTS

1. Individual contracts for employees in Group "T" shall be from September 1st through June 30th each year. The College obligation for this Group shall be from September 1st to on or about June 15th, emergent matters permitting.

2. Individual contracts for employees in Groups "C", "L", "R", and "S" shall be from July 1st through June 30th each year except that individual contracts for new employees in Groups "C", "L", "R", "S", hired after the 1979-80 school year, may be issued on a ten (10) or eleven (11) month basis. Members working on an eleven (11) month basis shall be entitled to a one (1) month vacation (23 working days) during July or August, or at other times during the academic year equivalent to one (1) month and approved by the President or his designee. Individual contracts for employees in Groups "C", "L", "R", and "S" hired prior to 1979-1980 school year may elect if offered on an annual basis a ten (10) or eleven (11) month contract. Individuals electing to work on an eleventh (11) month basis shall be entitled to vacation as stated in this paragraph.

3. Individual contracts for Group "A" shall be from July 1st through June 30th each year. Technical and Professional Assistants may be hired effective July 1, 1983 on a ten month basis. Compensation is to be 15% below 12 month Technical Assistant and Professional Assistant salary. Instructional Group "A" members and non-instructional Group "A" members employed as professional or technical assistants prior to July 1, 1981 shall be entitled to a one (1) month vacation (23 working days) during July or August or at other times during the academic year equivalent to one (1) month and approved by the President or his designee and those holidays when the College is closed.

   Vacation days for Non-instructional professional and technical assistants appointed after July 1, 1981 shall be determined as follows:

a) Vacation entitlement for a contract year shall be determined by the length of the employees active employment as of July 1st of that year.

b) Non-instructional Group "A" members with less than a full year of employment as of July 1st, shall receive one (1) vacation day for each full month of active employment prior to that date; employment on or before the 15th of the month shall be considered a full month.

c) Employees with one or more full years of active employment as of July 1st, shall receive the following vacation:

1 year	13 days	6 years	19 days
2 years	14 days	7 years	20 days
3 years	15 days	8 years	21 days
4 years	16 days	9 years	22 days
5 years	18 days	10 years	23 days

d) An employee who leaves before completing six (6) months of active employment shall receive no vacation credit. An employee who resigns before the end of a given month shall receive no credit for that month. An employee who takes a Leave of Absence (Medical, Maternity or other) shall have his vacation entitlement pro-rated to reflect his months of active employment between July 1st, of the preceding year and June 30th, of the current calendar year.

e) Vacations shall be scheduled with due consideration for the operating needs of the division; however, individual requests will be considered to the extent practical. If it should be necessary to choose between employees in the same job arranging the vacation schedule, seniority at the college shall rule.

ARTICLE VIII - SALARY

1. The Board hereby agrees to compensate members for the period July 1, 1985, and ending June 30, 1988, in accordance with the amount set forth in the salary schedules Appendix "A" July 1, 1985-June 30, 1986, Appendix "B" July 1, 1986-June 30, 1987 and Appendix "C" July 1, 1987-June 30, 1988, annexed hereto and made a part hereof.

2a. For the contract year commencing July 1, 1985 and ending June 30, 1986, the salary guide shall be increased by one and five-eighth steps (6.7%). Each member shall receive an across-the-board salary increase equivalent to one and five-eighth steps on the appropriate salary guide, but not to exceed the maximum of the guide. This increase includes the annual increment referred to in 2d. Effective July 1, 1985, the overload rate for faculty members shall be 4% above their 1984-1985 overload rate.

2b. For the contract year commencing July 1, 1986 and ending June 30, 1987 the salary guide shall be increased by one and three quarter steps (7.23%). Each member shall receive an across-the-board salary increase equivalent to one and three quarter steps on the appropriate salary guide, but not to exceed the maximum of the guide. This increase includes the annual increment referred to in 2d. Effective July 1, 1986, the overload rate for faculty members shall be 3% above their 1985-1986 overload rate.

2c. For the contract year commencing July 1, 1987 and ending June 30, 1988, the salary guide shall be adjusted so the next higher step on the 1987-1988 guide shall be 7% greater than the preceding step on the 1986-1987 salary guide. Each member shall receive an across-the-board salary increase equivalent to one step on the appropriate salary guide, but not to exceed the maximum of the guide. This increase includes the annual increment referred to in 2d. The overload rate shall be 4% above their 1986-1987 overload rate.

2d. Each member shall receive an annual increment by advancing from his current salary step to the next higher step of the salary schedule for his rank or classification, only upon the recommendation of the President to the Board of Trustees, which recommendation shall not be arbitrarily withheld. If an increment is withheld, the member shall have recourse to the grievance procedure. A step is defined as one vertical movement in a guide from the lower rate to the higher rate (Representing a 4.07% adjustment.)

3. If a faculty member is promoted to a higher rank, he shall be placed on that step of the salary schedule of his new rank, which is equal in amount to that which he would have received had he not been promoted, plus one (1) increment.

4. Members engaged for overload teaching over and above their required teaching load or work load shall be compensated at their full overload rate per fifty minute contact hour as set forth in Appendix A.

5. Full-time members in Groups "A", "C", "L", "R", and "S", engaged for overload services, over and above their required hours shall be compensated at two-thirds (2/3) of the overload rate per 60 minute clock hour as set forth in Appendix A.

Employees in Groups "A", "C", "L", "R", and "S", who work on Sunday will be paid at the overload rate per clock hour.

6. Faculty members in Groups "C", "L", "R", and "S", who work eleven (11) months shall be paid an additional ten percent (10%) of their annual ten (10) month salary.

Faculty members of Groups "C", "L", "R", and "S", employed under a ten (10) or eleven (11) month contract who are normally required to work those days that the College is open but classes are not in session, shall earn an additional five hundred ($500) dollars payable in prorated installments at the end of the Fall Semester and one at the end of the Spring semester. With the approval of the appropriate Dean, a faculty member in the "C", "L", "R", and "S" Groups, may elect to take days off and forfeit fifty dollars ($50) of the total five hundred ($500) entitlement for each day taken off. Faculty members in Groups "C", "L", "R" and "S" who commenced employment prior to the Spring 1985 semester shall earn an annual stipend of five hundred dollars ($500). Faculty members in Groups "C", "L", "R" and "S" who commenced employment during the Spring 1985 smester shall earn an annual stipend of two hundred and fifty dollars ($250.00).

Effective July 1, 1985, the stipend for the following positions shall be as follows:

Stipend S.

Program Coordinators	1985-86	1986-87	1987-88
Dental Hygiene Program Coordinator	$2,528	$2,711	$2,901
Med. Laboratory Technician Coord.	3,822	4,098	4,385
Med. Office Assistant Prog. Coord.	3,822	4,098	4,385
Radiological Technician Prog. Coord.	3,822	4,098	4,385
Respiratory Technician Prog. Coord.	3,822	4,098	4,385
Operating Room Technician Prog. Coord.	3,144	3,371	3,607
Data Processing Program Coord.	2,134	2,288	2,448
Hotel Restaurant Program Coord.	1,867	2,002	2,142
Computer Science Program Coord.	246 mo.	264 mo.	389 mo.
Director Financial Aid	1,387	1,487	1,591
Clinical Coord. Radiological Tech.	1,280	1,373	1,469
Learning Resources Administrator	1,911	2,049	2,192
Academic Coordinator	1,494	1,602	1,714
Assistant to Dean-Nursing	2,159	2,315	2,477

7. A qualified member requested by the Dean to cover the class of an ill colleague will receive compensation in accordance with the established overload rate for the type of class covered.

For reasons other than illness, and with the approval of the Division Dean, qualified faculty members may substitute for each other without loss of pay or extra compensation.

If the College President, or his designee, who shall be the appropriate full Dean, requests a faculty member to attend a particular conference or meeting as the College representative, the faculty member requested to cover the classes by the Dean of the Division, shall receive compensation in accordance with the established overload rate for the type of class covered.

If an athletic coach is requested to have his or her team participate in a regional or national tournament, and must accompany the students during such a tournament, the substitute engaged to cover the coach's classes shall be paid in accordance with the part-time salary schedule set forth in Appendix A, if the substitute is a faculty member.

8. Full-time faculty of Group "T" are required to render up to three (3) days of service at each registration as part of their total responsibility and without extra compensation, except that payments for such services shall be made for registration of part-time students which occur after 5 p.m. and for registration of Summer session students, at the rate of $9.00 per hour. Any service beyond the required three (3) day period for each registration will be compensated at the $9.00 per hour rate for time actually served.

9. Currently employed full-time faculty members who receive their terminal degree (Doctorate) from a college or university that has been accredited by a regionally accredited agency shall be given one increment improvement on their salary schedule upon evidence of their attainment of the degree.

ARTICLE IX - LOAD

1. The teaching load for Group "T", shall not exceed thirty (30) contact hours per academic year, nor exceed eighteen (18) contact hours per semester without compensation, as provided for in Article VIII. The President may provide for extra compensation for teaching assignments beyond fifteen (15) contact hours during any semester. Every effort will be made by the administration to give each faculty member a fifteen (15) hour contact load each semester. The faculty member is obligated to teach thirty (30) contact hours per academic year; however, if, under certain conditions, a faculty member's load is less than thirty (30) contact hours per year, the faculty member shall be assigned by the President or his designee to an administrative responsibility, two (2) hours of administrative work being equivalent to one contact teaching hour, to make up the required thirty (30) contact hours of teaching, or be given an extra class assignment which could exceed the thirty (30) required contact hours. In this instance, the faculty member shall be paid for the extra hours beyond the required thirty (30) in accordance with the established overload rates. This clarification in no way modifies or supersedes page 25, Clause D, Termination By the College of Tenured Appointments.

2. Full-time Group "T" employees may request to work an eighty percent (80%) reduced load classroom teaching schedule during the academic Fall and Spring semesters. If approved by the College, such employees shall receive eighty percent (80%) of salary.

3. Overload teaching by faculty members up to six (6) contact hours per semester, will be permitted at Bergen Community College or other institutions.

4. Preference for overload teaching shall normally be given qualified faculty members of Group "T", over adjunct faculty.

5. No faculty in Group "T", shall be required to teach, as part of his schedule, more than six (6) contact hours per semester, between the hours of 6:00 p.m. and 10:00 p.m. without his consent, the above shall not apply when this necessitates the issuance of schedules to other tenured faculty members, that otherwise would have violated this article.

6. In the event that a faculty member in Group "T" is required to teach on Saturday as part of his regular schedule, he shall have the following Monday off. No faculty member in Group "T", shall be required to render services on Saturdays for two (2) successive semesters.

7. Full-time faculty members engaged for the first time on or after July 1, 1970, may be explicitly engaged to teach a full schedule after the hour of 6:00 p.m. daily. He shall be so designated "Full-time Evening Session Faculty". Annually, full-time evening session faculty shall be given priority for appointments as regular day session faculty members if such vacancies exist.

8. Faculty in Group "S", shall have thirty-four (34) scheduled hours of work per week. They shall be required to work no more than seven (7) hours on any given day, nor more than five (5) days in any given week. These hours shall be scheduled consecutively (with the exception of the lunch hour and/or dinner hour). No more than four (4) of these hours shall be scheduled after 6:00 p.m. on no more than two (2) days of the week without his consent.

9. Faculty in Group "C", "L" and "R", shall have thirty-five (35) scheduled hours of work per week. They shall be required to work no more than seven (7) hours on any given day and no more than five (5) days in any given week. These hours shall be scheduled consecutively (with the exception of the lunch hour and/or dinner hour).

10. A reduced force, of members of Groups "C" "L" and "R" sufficient to maintain and fulfill the public service responsibilities of the Library Learning Resources Center, the Office of Admissions and Registration, Community Services Division and Group "A", members of all divisions shall be permitted during the Fall and Spring recess. The numbers to be approved by the President or his designee.

11. Members of Group "A", are twelve month employees and shall have thirty-five (35) scheduled hours of work per week.

12. Overload teaching during the Fall and Spring semester shall not exceed six (6) contact hours per semester. In the event mode scheduling or course credit prevents a member of Group "T" from teaching six (6) overload hours in a semester the Group "T" member may teach up to seven and one-half (7 1/2) equated contact hours in either the Fall or Spring semester to achieve the intent of his having the opportunity to teach twelve (12) overload hours during the Fall and Spring semesters combined.

Faculty members engaged to teach other than during the Fall and Spring semester may teach up to nine (9) contact hours in any one session.

Overload teaching shall not exceed twenty-two (22) contact hours per contract year.

13. Preference for Summer session work, shall normally be given to qualified faculty members of Group "T", over adjunct faculty.

14. Procedures for the assignment of all overload shall be as follows:

    A. Overload teaching schedule hours will be allocated to persons holding rank within the discipline in the following order: Professor, Associate Professor, Assistant Professor, Instructor, Associate Instructor.

    B. The number of years in rank will determine the priority within that rank. In the event of a tie, the total number of years of service at Bergen Community College will govern.

    C. Qualifications to teach the overload course (s) will be determined by the Assistant Dean of the division, subject to approval by the Dean of Instruction or his designee.

    D. Overload course assignments will be made by assigning one (1)course to each faculty member until all full-time faculty members have been offered one teaching course in the discipline. It is understood, that individual courses up to four contact hours will be considered one course. Individual courses having more than four (4) contact hours will be considered a second course. Additional assignments will be scheduled on the same rotating basis outlined above until all overload courses have been scheduled, or all the faculty members have been offered the maximum number of allowable overload contact hours that they are permitted to teach under this agreement. It is the parties' intent, that overload among qualified faculty members will be distributed as equitably as possible.

    E. In the event of a course cancellation, the faculty member of highest rank assigned to that course has priority rights to other courses, provided he or she is qualified.

    F. A faculty member teaching in more than one discipline as part of his regular load, is entitled to the same privileges as other members in those disciplines.

    G. Group "T" members of academic disciplines, have priority in all academic disciplines over Groups "A", "C", "L", "R", and "S" members of non-academic divisions. After all full-time Group "T" members have been accommodated, qualified members of Groups "A", "C", "L", "R", and "S", will be considered according to the ant Deans' discretion, subject to the approval of the

Dean of Instructional Services. Overload teaching compensation will be at the appropriate overload rate, as stated in this agreement.

15. Summer session tentative assignments shall be issued by the President, not later than three (3) weeks prior to the start of the Summer session.

16. When a faculty member of Group "T" is requested to make a major educational effort, for example, the development of a full course in autotutorial materials, or a course of study on video tape, he will receive release time consideration. The Association shall be requested to give advisory consultation.

ARTICLE X - SCHEDULES FALL AND SPRING SEMESTERS

1. Faculty members shall be notified to the extent feasible of their tentative teaching schedules, at least two weeks before the first day of classes. Final schedules of teaching assignments shall be subject to registration and the final schedule of classes.

2. Teaching schedules, except for those persons teaching rotational courses, shall be so arranged that the elapsed time between the beginning of the first class and the end of the last class, shall not exceed seven (7) hours in any one day and shall accumulate to no more than thirty (30) hours per week whenever possible. When an evening assignment is made part of the regular load of a faculty member, every effort will be made to provide at least twelve (12) hours between the end of the last class and the beginning of the first class of the next day. The above shall not apply when this necessitates the issuance of schedules to other tenured faculty members, that otherwise would have violated this article.

3. Every effort will be made so that there shall be no more than three (3) consecutive teaching classes as part of the full-time teaching schedule.

4. Every effort will be made to have no more than three (3) different class preparations within the full-time teaching schedule.

ARTICLE XI - LECTURE MODES AND CLASS OVERLOAD COMPENSATION

Large Lecture Modes

1. A lecture mode is determined by the number of course sections which it encompasses, not by the number of students. Type A Mode consists of a single section of any given course. Type B Mode consists of two sections of any given course, meeting anywhere between one third and two thirds of the weekly hours together. Type C Mode consists of three or four sections of any given course, meeting anywhere between one third and two thirds of the weekly hours together.

Contact load for modes shall be as follows:

14 week semester - 57 Minute Period	85 Minute Period
Type A course meeting = 1 contact hour	1.5 contact hours
Type B course meeting = 1.5 contact hours	2.25 contact hours
Type C course meeting = 2.0 contact hours	3.0 contact hours

Class Overload Compensation

For each student in excess of the following:

Laboratories (Science, Biology, etc.)	25
English Composition	25
All other courses	35

The following fractional parts of the faculty members' part-time rate, shall be used in computing their overload class size compensation:

Laboratories (Science, Biology, etc.)	1/25
English Composition	1/25
All other courses	1/35

Faculty will be compensated at the appropriate fractional part-time rate for each student in each of their classes, both inload and overload, in which students receive final grades A, B, C, D, N, and R, and are in excess of the class size indicated above.

The Board of Trustees will endeavor not to exceed student enrollment in courses as follows:

Nursing Clinic	12
Laboratories (Science, Biology etc.)	28
English Composition	28
All other courses	42

In the event class size exceeds the above standard, calculated as of the tenth (10) day of class the Faculty Association may negotiate on remuneration for the teaching of students in excess of such class size standards.

Science Modes

For Science courses, the following will demonstrate the scheduling of modes:

Lecture Mode	Lecture Size		Minimum No. of Labs
A	0	28	1
A	29	42	2
B	43	56	2
B	57	84	3

C	85	112	4
C	113	140	5
C	140	168	6

For Data Processing courses, the following will demonstrate the scheduling of modes:

Lecture Mode	Lecture Size		Minimum No. of Labs
A	0	28	2
A	29	42	3
B	43	56	3
B	57	84	4
C	85	112	6
C	113	140	8
C	140	168	9

Nothing in the preceding language, shall state or imply any limitations on the number of students enrolled in sections or modes subject to any other provisions of Article XI.

2. Each instructor's teaching schedule must be so arranged, that he has classes on at least four (4) days, except for rotational courses, and has one (1) posted office hour on three (3) of those days. A fourth (4) office hour must be made available each week on an appointment basis.

3. An instructor whose equated contact hours exceed fifteen (15) in any semester, shall be paid at his appropriate overload rate.

4. Instructors teaching Cooperative Work Experience and/or being paid by the Co-op formula during prior years, shall be compensated on the following basis:

   1 - 7 students = 1 contact hour
   8 - 15 students = 2 contact hours
   16 & 17 students = 2.25 contact hours
   18 & 19 students = 2.50 contact hours
   20 & 21 students = 2.75 contact hours
   22 & 23 students = 3.00 contact hours
   24 - students = 3.25 contact hours

5. An instructor who teaches a Type "B" or "C" lecture, is also to teach the recitations for that course meeting. This does not apply to laboratories. Exceptions to this may be made only by the Dean of Instructional Services.

6. Mode assignments that bring a Group "T" members teaching load beyond fifteen (15) contact hours, will not be made until all Group "T" members of the department are provided the opportunity to obtain a full teaching load, except as provided for in Article IX, Section 1.

7. T.V. course compensation shall be based upon the inload or overload rate, depending upon the assignment made by the Dean.

   Student enrollment up to eleven students to be compensated in accordance with "Small Class Size" formula. Student enrollment from twelve to fifty-two students, the instructor shall receive one contact hour per credit. From 53 students through 59 students, compensation shall be 1/45.

   60 - 95 students B mode compensation 1.5 contact hours
   96 - 130 students C mode compensation 2 contact hours

8. For English Composition classes, the T.V. formula shall be:

   The first 35 students, the instructor shall be compensated one contact hour per credit.

   From 36 students through 41 students inclusive, each additional student will provide 1/35 compensation per student to 41 students.

   42 - 75 students B mode compensation 1.5 contact hours

   No faculty member is to be assigned inload, more than one "B" mode in English Composition T.V. course per semester.

9. SMALL CLASS SIZE

   The Administration and the Faculty Association mutually agree as follows:

   1. As an alternative to cancelling a class because of insufficient registration, the Dean of Instructional Services may, at his discretion, utilize the following approach and authorize a "small class". Every effort will be made to keep the number of such classes to a minimum; this approach will not be used with laboratory-type courses (e.g. Science, Allied Health, etc.)

   2. "Small classes" are defined as those having four (4) to eight (8) students enrolled. Meetings and contact hours calculations are to be as follows:

	Contact Hour Duration of weekly mts.	equivalent for faculty
2 Contact Hours	1 hour (PSI personalized system of instruction)	1.5
3 Contact Hour courses	11/2 hrs. (PSI personalized system of instruction)	2.25
4 Contact Hour courses	2 hrs. (PSI personalized system of instruction)	3.00

*In-load or overload as appropriate. If the enrollment drops to zero during the semester, overload payment will be prorated for the portion of the semester which the course actually ran or an equivalent administrative assignment will be made available, if possible, for the balance of the semester.

3. The instructor is to motivate the students to achieve in the one (1) weekly meeting essentially the same work as is accomplished, in one (1) week of regular classes. The instructor may use the first half of that meeting to determine how well students have mastered last week's tasks. The second half of the meeting can be used to explain the material of the current week's work and give the students their specific tasks.

10. NEWSPAPER COURSE

1. Phone hours/week x number of weeks.
The phone hours are based on the number of students registered in the course on the assumption, that more students will require more telephone conversations and that the regular faculty office hours, four (4) per week, will not be sufficient to account for the needs of all students taking courses with the instructor. It is also assumed, that approximately one telephone conversation every week will be held with each student. These hours also cover person to person conferences as well.

2. The reading time for the faculty member assumes that the article in the newspaper will require at least two (2) readings.

3. One-half hour is allowed per grading each mid-term and each final examination.

A. Overload only.

Example - Sixty (60) students will be equivalent to two (2) overload hours; this will permit the faculty member to carry four (4) additional contact hours of overload courses, for a maximum permissible six (6) contact hours overload.

B. Students numbers between 75 and 200 call for inload only.

Example - One hundred and thirty-four (134) students in the course will account for four (4) inload hours of the fifteen (15) contact hours, allowable minimum per week.

C. For overload consideration, when it becomes advisable, a division will be made into more than one section of the course to enable another faculty member to share the students, since the faculty member will already be carrying at least fifteen (15) contact hours.

D. The rationale for this item, is that the first faculty member made the original commitment to the course, was involved from the beginning and did the original preparation. The Dean of Instructional Services, will not arrange a split if the result will be too disadvantageous to the second faculty member.

E. When the course is part of a fifteen (15) contact hour load, additional payment will not be made. Additional payment based on the formula described, will be made for overload courses only.

NEWSPAPER COURSES

NEWSPAPER COURSE FACULTY RESPONSIBILITIES AND REMUNERATION
(For courses that do not involve faculty participation in production or writing)

Payment based on:

Hours

1. Phone hours/week x number of weeks
2. Reading time*/article x number of articles ____
3. ½ hour per grading examination (includes take home examinations). ____
Faculty will compose and grade all examinations. Type and number of examinations to be given must be approved by the Dean of Instructional Services. ____

Total Hours ____

Total Hours x $ 9.00 (for Instructor) =
Total Hours x $10.00 (for Asst. Prof.) =
Total Hours x $11.00 (for Assoc. Prof.) =
Total Hours x $12.00 (for Full Prof.) =

*Reading time will be reviewed for each course and will generally be between half (½) hour and one (1) hour/article.

	Equivalent Overload Hours or Inload Hours	Number of Students	Phone Hours (Hours/week beyond regular office hours for telephone calls & personal conferences)
	1	1 - 29	1 60 + 29 = 2
Overload	1	30 - 44	2 120 + 42 = 3
only	1½	45 - 59	3 180 + 57 = 3
	2	60 - 74	4 240 + 74 = 3½
	3**	75 - 104	5
Inload	4**	105 - 134	5***
only	5**	135 - 164	6
	6**	165 - 200	6

**For overload consideration, a division will be made into two or more separate courses to provide a number of students a faculty member can reasonably accommodate.

If not inload, but overload, a split will involve at least two (2) faculty members. A split arrangement will be made such that the split will not affect the first faculty member's equated load adversely. The first faculty member will normally not be given less than sixty (60) students. The Dean of Instructional Services will make the decision when a split will be effected.

**Inload requires no additional payment. Overload requires additional payment.

Examples:

Based on maximum number of students and 10th day enrollment - 3 credit course, taught by Assistant Professor.

Crime and Justice - Reading time one (1) hour/week

1 - 29 students

1. 1 x 15 weeks = 15 hours
2. 1 x 15 weeks = 15 hours
3. ½ hour per student x (29 students) = 14-½ hours

44-½ hours x $10.00=$445.00

30 - 44 students

1. 2 x 15 weeks = 30 hours
2. 1 x 15 weeks = 15 hours
3. ½ hour per student x (44 students) = 22 hours

67 hours x $10.00=$670.00

If seminars on campus are added to the program with the approval of the Dean of Instructional Services additional payment will be made at the faculty members' overload rate times the number of (50 minute) contact hours the seminars meet.

Dean of Instruction Services makes decision whether to run the course based on number of registered students.

11. Instructors teaching Directed Studies in Foreign Languages shall be compensated on the following basis, and shall have scheduled contact time as specified below:

# of students	Contact Hours Awarded	Scheduled Contact Time
1 - 4	.25	1 x 1/2
5 - 9	.5	1 x 1/2
10 - 14	.75	2 x 1/2
15 - 19	1.00	2 x 1/2
20 - 24	1.25	3 x 1/2
25 - 29	1.50	3 x 1/2
30 - 34	1.75	4 x 1/2
35 - 39	2.00	4 x 1/2

Instructors assigned to Directed Studies in Foreign Language courses shall be responsible for operating all foreign language computer hardward and software in use in the college program.

ARTICLE XII - FRINGE BENEFITS

1. The Board agrees to provide each member at its own cost and expense, with full family Blue Cross, Blue Shield, Rider "J", and Major Medical Insurance. The Board will continue to provide for employees the existing New Jersey Dental Health Plan with its present coverage. Premium costs for the Board shall not exceed for employee only coverage the following dollar amounts. In 1985-86 - $162.12, in 1986-87 - $162.12, in 1987-88 - $186.45. For employee and single dependent coverage the premium cost to the Board shall not exceed in 1985-86 - $336.96, in 1986-87 - $336.96, in 1987-88 - $387.50.

2. Effective July 1, 1984 the College agrees to pay up to one hundred ($100) dollars per credit, for a maximum of twelve credits per year for graduate or self-improvement studies approved by the President. Members may also elect to take up to six (6) credits per semester, or six (6) equivalent non-credit course improvement studies, approved by the President at Bergen Community College, tuition free provided space is available. However, it is clearly understood that in no case may a member take more than six (6) hours in any semester, exclusive of Summer session, in any combination of Bergen Community College course or courses at another institution, without prior approval of the President. It is further agreed, that for those members who qualify, a maintenance of matriculation payment of up to $100.00 for one year, shall be allowed.

3. Wives or husbands of full-time members, will be permitted to take up to six (6) credits per semester, tuition free, at Bergen Community College with enrollment in any classes at Bergen Community College, for which they meet entrance requirements and provided space is available. Dependent children of full-time members, may attend any Bergen Community College course for credit without payment of tuition fee or excess contact hour fee provided such dependent child shall be subject to all rules and regulations, including admission requirements as regular students of the College. Such dependent children afforded these privileges, shall not be counted in determining any statistics related to faculty overload or pupil contact hours.

4. The Board of Trustees shall provide annual medical examinations for Technical Assistants who are exposed to potentially hazardous chemicals, or who work in the X-ray laboratories. The examination shall be performed by a College appointed physician, or the employee may, upon College approval, elect to use his own physician, in which case, he shall be reimbursed, upon submission of a physician's bill, up to forty ($40) dollars. The maximum amount which the College is obligated to pay under this paragraph, shall not exceed $1,000 per annum. Request for reimbursement must be made not later than June 1st, of each contract year.

ARTICLE XIII - LEAVES OF ABSENCE

All leaves, except for sick time, must be applied for in application form in accordance with procedures adopted by the President.

1. Sick Time - Each full-time member shall be entitled to annual sick time of fifteen (15) days, to be used for absences caused by illness or physical disability. Any member hired mid-year will be placed on a ten (10) month contract for the remainder of the year and all sick leave, personal leave benefits, plus Group "A" vacation time shall be prorated in accordance with the number of months of active employment. Twelve month members shall be entitled to one (1) extra sick day. A member is entitled to a maximum of three (3) days, which shall not be charged against sick leave, providing the member meets any part of his scheduled obligations on said days. If an illness or disability exceeds one day, a member shall not be charged for days against sick time on which he has no scheduled obligations. Scheduled obligations shall be understood to include in addition to teaching his classes, office hours, committee meetings and special College functions or assignments.

   Unused sick leave days shall accumulate year to year, with a maximum of fifteen (15) days accumulated during any one year. The College shall advise each member, in writing, as to the amount of accumulated sick leave days, on or before June 30th, of each year.

   If a full-time faculty member is absent during other than major Fall and Spring semesters, for more than five (5) consecutive scheduled work days, due to illness or disability, he may request and be granted upon presentation of a physician's certification of illness, sick leave payment using his accumulated sick leave.

   "Each member, after age fifty-eight (58) with ten (10) years of continuous service, or after fifteen (15) years of continuous service, shall receive, upon retirement, one-half (½) of the unused accumulated sick leave at the daily rate, based upon the member's salary at the time of retirement, subject to the maximum below. The daily rate is 1/200, of the member's base ten (10) month salary, which excludes any differential percentage for eleventh (11) month of employment or any other remuneration beyond the ten (10) month salary. The maximum payment upon retirement for a given year shall be $15,000." In the event of an employee's death prior to retirement regardless of age or length of service, his/her beneficiary shall be paid one-half (1/2) of the unused accumulated sick days at the daily rate based upon the employee's salary at the time of death to a maximum of $15,000. The maximum sick payment upon retirement or death to be increased by five hundred dollars ($500) for each contract year.

   The sick leave compensation language specified above, shall be in effect for the period July 1, 1985 through June 30, 1988.

   The payment for retirement for accumulated sick leave, as noted in this article, retirement is defined in accordance with the rules and regulations of The State of New Jersey approved pension plans.

2. Bereavement - A maximum of three (3) days, shall be allowed with pay, to include overload, for absence for each death in the immediate family. Family shall mean father, mother, brother, sister, spouse, child, stepchild, grandchild, grandmother, grandfather, father-in-law, and mother-in-law. Members may apply for up to two (2) additional bereavement days, to the President or his designee. Overload payment, shall be limited to three (3) days bereavement leave when approved.

   In the event of the death of a member of the family, other than those listed above, such as uncle or aunt, one full day, with pay, shall be allowed to attend the funeral.

3. Personal Leave - Special leave for personal emergencies of not more than five (5) working days a year, may be granted with pay, by the President or his designee.

4. Special Purpose Leave - Tenured members of the faculty, may be granted leaves of absence for one year, without pay, for special purposes such as Study, Writing, Research, Graduate Projects, Public Service, or for other purposes which may bring credit to the individual and the College. The Board of Trustees may extend such leaves beyond the one year limit, upon recommendation of the President. Upon returning from such leave (s), the faculty member shall be placed on the same step on the Salary Schedule on which he would have been placed, had he remained at the College during that period. Should a member request and receive a third (3) year leave, such member upon return, shall be placed one (1) step above that which he held when the leave first commenced. During such leave the faculty member may, at his option, pay premiums on medical insurance to the extent allowable and exercise whatever pension options are available for the period of the leave.

5. **Sabbatical Leave** - Sabbatical leaves will be granted for study and research educational travel, restoration of health, or other pursuits as may contribute to professional growth.

To be eligible for sabbatical leave, the faculty member shall have served at least six (6) consecutive years at the College, including any leave of absence other than a sabbatical leave officially approved by the Board, such leave will be included in calculating the six (6) years. Compensation during sabbatical leave shall be for full salary for one-half an academic year, or one-half salary for a full academic year. During the leave, the recipient shall retain the right of regular employment, such as, status on salary schedule, retirement, medical benefits, and tenure. The College Promotion Committee shall serve as the Sabbatical Leave Committee, to recommend to the President, eligible faculty members to be granted sabbatical leave.

The application for leave shall contain a definite statement of the plan of study, travel, or other activities.

Acceptance of sabbatical leave obligates the recipient to return for service at the College for at least one year, unless explicitly waived by the Board, at the recommendation of the President.

Employment during the sabbatical leave, solely for increased income, is incompatible with the purpose of the leave.

The number of sabbatical leaves during any academic year shall be at the discretion of the Board of Trustees.

It is the intent of the Board to grant, as far as possible, sabbatical leaves during an academic year taking into consideration, the budgetary limitations on granting such leaves, as well as the professional plans of the various faculty members eligible for such leaves.

Eligible faculty members shall file an application for a sabbatical leave, on or before the 3rd Friday in October, for leaves scheduled to start the next academic year.

Applicants shall be notified of the final decision by the President of Bergen Community College, no later than the last Friday in January, of the academic year preceding the leave. Applications after this notification date may be considered if an approved candidate withdraws.

6. **Maternity Leave** - A tenured faculty member shall be entitled to maternity leave of up to one year, without pay, commencing on the date specified by the attending physician. The leave may be extended by application of the member to the President of the College, and with the approval of the Board of Trustees. Salary step credit shall be given up to a maximum of one year. Retirement benefits and medical benefits, shall be granted during the period of maternity leave in conformity with the law and the rules and -

A non-tenured member shall be entitled to a maximum of nine (9) continuous weeks of maternity leave, without pay, upon application to the President of the College, and with approval of the Board of Trustees. No leave may extend beyond the member's contract year. Upon reappointment, any remaining portion of the nine (9) weeks not used at the contract expiration date, may be taken. Retirement benefits and medical benefits, shall be granted during the period of maternity leave, in conformity with the law and rules and regulations established by the appropriate State Departments.

Members may elect to use sick leave in any combination with maternity leave.

7. **Military Leave** - A military leave, without pay, shall be granted to any member who shall be inducted or shall enlist for one (1) enlistment period, in any branch of the Armed Forces of the United States.

Leave not to exceed fifteen (15) days per year, shall be granted a member to fulfill Reserve or National Guard commitments. A member shall receive full salary, less any monies received on a per diem basis for time normally at the College, while meeting this obligation with the Armed Forces. Members shall make every effort to fulfill Reserve or National Guard commitments during the College vacation periods.

8. **Jury Duty** - A full-time member shall receive a full salary for the period of time during which he serves as a juror without loss of any other leave time, less any monies received while performing as a juror.

ARTICLE XIV - CONSIDERATION FOR APPOINTMENT, REAPPOINTMENT, TENURE AND PROMOTION

1. PREFACE - Bergen Community College seeks to attract, hold and enhance, the interests of the best qualified personnel who will most effectively instruct, guide the growth of and advise students. These guidelines, therefore, emphasize three areas that represent the elements by which the College seeks to measure faculty effectiveness in carrying out its responsibilities.

   A. Teaching effectiveness.

   B. Scholarship and professional growth.

   C. Contributions to the Division, College and Community.

The following statements, list examples of the attributes under each of these categories, that will be examined when members of the faculty are being considered for reappointment, tenure and promotion. In evaluating non-teaching faculty for promotion in academic rank, the criteria of "Effectiveness in the Classroom", will be interpreted as effectiveness in his appropriate area of responsibilities.

2. SUGGESTED ATTRIBUTES OF TEACHING EFFECTIVENESS

A. Mastery of subject matter in the discipline.,

B. Display of teaching skill, imaginative techniques, and effective methods of communication.

C. Development of teaching materials.

D. Indications of understanding and encouragement of student.

E. Participation in self-improvement program: assessing own abilities, exchange of ideas, self-criticism, etc.

F. Emotional stability and maturity as shown by overt behavior.

G. Physical stamina, vitality, vigor and poise.

H. Evidence of enthusiasm, initiative and good interpersonal relationships.

3. SUGGESTED ATTRIBUTES OF SCHOLARSHIP AND PROFESSIONAL GROWTH

A. Graduate courses and degrees.

B. Honors, awards, received from learned or professional societies.

C. Papers read or discussed at meetings of professional or learned societies.

D. Membership and activity in learned or professional societies.

E. Research activities and grants.

F. Visiting professorships at other Colleges or Universities.

G. Professional consultation.

H. Publications:

   a. Books.

   b. Articles and professional journals.

   c. Book reviews of related professional material.

   d. Creative work in art, literature, music, etc.

4. SUGGESTED CONTRIBUTIONS TO COLLEGE, DIVISION AND THE COMMUNITY WHICH MAY INCLUDE THE FOLLOWING:

A. Advancing the best interests and objectives of the College, the faculty, and the students.

   a. Committee activities

   b. Participation in community activities.

   c. Service in research projects for community, industry or government.

B. Leadership, sponsorship and responsibility to student or faculty, extracurricular activities.

C. Outstanding efforts in special phases of the College program, such as Admissions, Guidance, Registration, Commencement, Publications, Placement, Public Relations.

D. Special contributions with a discipline.

E. Contributions to stimulating growth in teaching skill of others.

5. APPOINTMENT AND REAPPOINTMENT

A. Statement of Terms of Appointment - (See "Minimum Requirements Consideration for Appointment and Promotion to Academic Rank")

   a. Every initial and subsequent appointment, will be confirmed in writing, except for the faculty member who has tenure.

   b. Appointments for the period preceding attainment of tenure, shall be probationary.

   c. Notification, in writing, by the President or his designee of intentions of renewal or non-renewal of contract and acceptance by the member, shall be [illegible] accordance with the following schedule:

Faculty serving	Member Notified by President of His Intention by	Member Notifies President of His Intention by
1st academic year	1st Friday in April	3rd Friday in April
2nd academic year	2nd Friday in March	4th Friday in March
3rd, 4th or 5th academic year	1st Friday in February	3rd Friday in February
Group "A"	1st Friday in April	3rd Friday in April

President shall submit his recommendations to the Board of Trustees at the next regular meeting of the Board. If the President recommends reappointment, and if the Board's decision is unfavorable, that individual will be notified by the President as soon as possible.

d. Appointments for less than one year, shall terminate at the end of the appointment period without any prior notice of termination.

B. Termination of Appointment by the faculty member - A faculty member may terminate his appointment effective at the end of an academic year, by giving notice, in writing, to the President at the earliest possible opportunity, but not later than April 1st. The faculty member may properly request a waiver, in writing, of this requirement of notice to the President in case of hardship, or in a situation where he would otherwise be denied substantial professional advancement, or other opportunity. The President's decision in granting the request of waiver, shall be final.

C. Termination by the College of Non-tenured Appointments - Denial of reappointment shall not be for reasons of residence, age, sex, marriage, race, religion, national origin, or political affiliation. Non-tenured appointments, shall automatically terminate at the end of the appointment period, unless the faculty member is notified, in writing, of reappointment according to the schedule noted in 5. A. c., above.

Non-reappointment of faculty member, shall be preceded by a meeting between faculty member and appropriate administrative officer, before formal action is taken.

Non-tenured faculty, who have been denied reappointment, have recourse to grievance procedures established by the contract between Bergen Community College and the Bergen Community College Faculty Association.

D. Termination by the College of Tenure Appointments - Termination of tenure appointments, shall be in accordance with State tenure law.

Where termination of tenured appointment is based upon financial exigency, or bona fide discontinuancy of a program or discipline, the faculty member concerned shall be given notice as soon as possible, and never less than twelve (12) months, or in lieu thereof, he shall be given one (1) academic year of severance pay, at his current salary. Before terminating an appointment because of the abandonment of a program, or discipline, the institution will make every effort to place affected faculty members in other suitable positions. If an appointment is terminated before the end of the period of appointment, because of financial exigency, or because of discontinuance of a program of instruction, the released faculty member's place, shall not be filled by a replacement for a period of two (2) years, unless the released faculty member first has been offered reappointment to his original position. The faculty member shall accept or decline the appointment, in writing, to the President, within one (1) month of the date of the reappointment offer.

The one (1) academic year severance pay, shall be offset by the amount of unemployment compensation that the faculty member is eligible to receive, within the year following his termination. In the event, the faculty member is engaged in full-time professional employment within the year following his termination, the new salary earned will be an offset of such severance pay, up to the academic base salary that the faculty member would have earned at Bergen Community College, and he shall be entitled to receive up to one half sick leave payment, as provided for in Article XIII, Section I., paragraph 4.. If the new compensation is equal to the base salary that the faculty member would have earned at Bergen Community College, he will be entitled to the sick leave payment as outlined in Article XIII. If the new compensation is greater than the base salary he would have earned at Bergen Community College, the faculty member shall receive his sick leave payment, less the difference between his new compensation, and the base salary that he would have earned at Bergen Community College, as outlined in Article XIII. In the event, a faculty member obtains such other professional employment, he shall receive the proportion of the sick leave payment, which is equal to that part of the year following his termination for which he is employed.

Layoff, shall be implemented by identifying the discipline or division where over-staffing exists. Those serving probationary periods (non-tenured), shall be laid off first. Should further reductions be necessary, tenured faculty members shall be laid off in inverse order of their seniority (last tenured faculty member first). When circumstances shall be appropriate, each tenured faculty member laid off as aforementioned, shall be reinstated in inverse order of his placement on layoff. A tenured faculty member who is laid off, shall retain but not accumulate seniority.

If administrative reorganization necessitates a reassignment of members from one discipline to another, i.e. English and/or Mathematics, to a Developmental Department, the senior member of the discipline, shall have first option to be reassigned or to refuse such reassignment. If one or more such reassignments are necessary, the seniority principle shall be honored as noted in this intent.

6. PROMOTION (See "Minimum requirements for Consideration for Appointment and Promotion to Academic Rank".)

A. The number of promotions to be made for the following academic years, shall be determined by the Board of Trustees after receiving the recommendations regarding this number from the President of the College, who shall consult with the College-Wide Promotion Committee regarding this number. The Trustees shall make said determination, by the 3rd Friday in March.

B. Each discipline shall establish a Discipline Promotion Committee by annual election, to be held in by those faculty members who have accepted the invitation to return in September. The Discipline Promotion Committee shall consist of one committee member for each five (5) faculty members, or part thereof, up to a maximum of five (5) faculty members plus the Assistant Dean. All committee members must be full-time tenured faculty; if there are insufficient tenured faculty to implement this requirement, non-tenured members may serve by election. If there are no faculty members eligible to serve on the Discipline Promotion Committee, the faculty member seeking promotion within that discipline may:

   1. Ask any other constituted promotion committee in their division, to consider and recommend to the College-Wide Committee, their application for promotion or

   2. The faculty member may submit the application for promotion directly to his Assistant Dean.

An individual faculty member may request consideration for promotion, by applying to his Division, or Discipline Promotion Committee, or Dean by the 3rd Friday in October. No person who is being considered for promotion, may sit on the Division or Discipline Promption Committee.

The committee shall consult with the Assistant Dean when evaluating faculty in recommending promotion. The Division Dean will submit, in writing, with supportive documents, the recommendations for promotion to the Chairperson of the College-Wide Promotion Committee, for consideration by the College-Wide Promotion Committee, by the 2nd Friday in November. The Division Dean shall, at the same time, notify his department of the persons being recommended for promotion. The President's Cabinet, through the President, may submit a list of candidates for promotion, to the College-Wide Promotion Committee for consideration. The College-Wide Promotion Committee, shall supervise the general operation of the promotion process. The Division Dean shall make an oral presentation for candidate in his department, to the College-Wide Promotion Committee upon request of the College-Wide Promotion Committee.

The Chairperson of the College-Wide Promotion Committee, shall submit the list of candidates recommended for promotion by the College-Wide Promotion Committee, to the President of the College by the 3rd Friday in January. The number recommended, shall not exceed the number of promotion positions available; a separate list of the candidates considered, but not recommended, shall be submitted to the President at the same time.

The President shall, on or about the 3rd Friday in March, through the appropriate Dean, inform the Assistant Dean of the final promotion list to be presented to the Board of Trustees, for action at the next regular public meeting of the Board of Trustees. All candidates who are not recommended to the President for promotion by the College-Wide Promotion Committee, shall be so notified, in writing, by the 3rd Friday in January, by the Chairperson of the College-Wide Promotion Committee, after submission of the committee's recommendations to the President.

C. 1. Candidates who were recommended to the President for promotion, by the College-Wide Promotion Committee, shall be so notified, in writing, by the last Friday of February, by the Chairperson of the College-Wide Promotion Committee.

   2. Candidates who were considered for promotion by the College-Wide Promotion Committee, but fell below the number of promotions approved by the Board of Trustees within each rank, shall be so notified, in writing, by the last Friday in February, by the Chairperson of the College-Wide Promotion Committee. An unsuccessful candidate who wishes to do so, may make a request, in writing, to the Chairperson of the College-Wide Promotion Committee, to be told in which quartile of the unsuccessful candidates his relative ranking by the College-Wide Promotion Committee fell; such request must be made no later than two (2) school days, following the receipt of the notification from the College-Wide Promotion Committee Chairperson. No later than two (2) school days, after the receipt of this request, the College-Wide Promotion Committee shall notify the unsuccessful candidate, in writing, of his quartile position. Under no circumstances, is the quartile position of any individual, to be disclosed to anyone other than that individual.

   3. An unsuccessful candidate who wishes to do so, may appeal to the President, in writing; such appeal must be made no later than one (1) calendar week, following the receipt of the notification from the College-Wide Promotion Committee Chairperson, of his unsuccessful candidacy or of his quartile position, whichever date is later. No later than one (1) calendar week, after receipt of this appeal, the President or his designee shall arrange to meet with the candidate to discuss the appeal.

4. A candidate recommended for promotion by the College-wide Promotion Committee, to the President, but not promoted by the Board of Trustees, may appeal that decision through the regular grievance procedure of the agreement. No other candidates are to have recourse to the grievance procedure on matters relating to promotion.

D. The College-Wide Promotion Committee shall consist of:

1. The Dean of Instructional Services, who shall serve as Chairperson.

2. The Dean of Student Services.

3. Eight (8) tenured members of the faculty, elected by the faculty at large, all of whom must be of professorial rank, and at least one (1) must be full professor, and at least two (2) associate professors.

If there is a Vice-President, he shall replace the Dean of Student Services. No more than one (1) person may serve from any department. In case of illness or incapacity of the Dean of Instructional Services, the Dean of Student Services, shall serve as Chairperson. If there is no Vice-President, or Dean of Instructional Services, then the Senior Associate Dean of Instructional Services shall serve. No person who is being considered for promotion, may sit on the committee while his promotion is under consideration. If there is a Vice-President, but no Dean of Instructional Services, the Vice-President shall serve as Chairman, and the Dean of Student Services shall be a member of the Committee. The College-Wide Promotion Committee, shall be elected in accordance with Article III, Section B., of the Constitution of the Instructional Services, who shall arrange for the Committee to convene. In the event, a member of the Committee resigns, or otherwise leaves vacant an unexpired term of office, the procedure for replacement shall follow precisely the same method used in the election of a member being replaced.

E. The Divisions and Disciplies are defined as follows:

Instructional Divisions

Division	Communication Arts Social & Behavioral Sciences
Disciplines	Behavioral Sciences Communication Arts Social Sciences
Division	Humanities
Disciplines	English Fine Arts Modern Language
Division	Natural Sciences & Mathematics
Disciplines	Biology Mathematics Physical Sciences
Division	Allied Health & Physical Education
Disciplines	Allied Health Dental Hygiene Nursing Physical Education
Division	Business Administration
Division	Business Technology
Division	Industrial & Design Technology

Non-Instruction - Other

Division	Student Services
Office	Student Resource Service Student Development Service Registration, Records & Scheduling
Division	Library & Learning Resource Center
Division	Community Services

7. ACADEMIC FREEDOM - All members of the faculty, whether tenured or not, are entitled to academic freedom, as set forth in the 1940 Statement of Principles on Academic Freedom and Tenure, formulated by the Association of American Colleges, and the American Association of University Professors:

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties.

B. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful, not to introduce into his teaching, controversial matter which has no relation to his subject.

C. The College or University teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community, imposes special obligations. As a man of learning and and educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all time be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman. If a faculty member on probationary or other non-tenured appointment, alleges that considerations violative of academic freedom significantly contributed to a decision, not to reappoint him, his allegation will be submitted to the established grievance procedure.

MINIMUM REQUIREMENTS FOR CONSIDERATION FOR APPOINTMENT OR PROMOTION TO ACADEMIC RANK OF PROFESSOR

		FOR APPOINTMENT	FOR PROMOTION
	ACADEMIC REQUIREMENTS	COLLEGE LEVEL EXPERIENCE OR	
DEGREE	PLUS	OTHER EQUATED EXPERIENCE	INCLUDING
DOCTORATE	0	10 years College level experience in: a. Teaching b. Student Personnel work c. Registrar & Admissions Faculty functions d. Faculty function Library work related to discipline or area candidate considered for appointment.	3 years as Associate Professor
MASTER'S	Completion of all course work in an approved doctoral program, and publication of a book of professional note.	Same as above	3 years as Associate Professor
MASTER'S	Completion of 60 relevant graduate credits, 15 of which have been completed no later than 10 years, preceding the effective date of initial appointment.		
	OR		
	Second relevant Master's or 6th year graduate degree, beyond a Master's and 24 relevant graduate credits; 15 of which have have been completed no later than 10 years preceding effect-date of initial appointment.	Same as above, except 15 years college level.	4 years as Associate Professor.
	OR		
	Completion of all course work, in an approved doctoral program completed no later than 10 years preceding effective date of initial appointment.		

MINIMUM REQUIREMENTS FOR CONSIDERATION FOR APPOINTMENT OR PROMOTION TO ACADEMIC RANK OF ASSOCIATE PROFESSOR

		FOR APPOINTMENT	FOR PROMOTION
	ACADEMIC REQUIREMENTS	COLLEGE LEVEL EXPERIENCE OR	
DEGREE	PLUS	OTHER EQUATED EXPERIENCE	INCLUDING
DOCTORATE	0	6 years of College level experience in: a. Teaching b. Student Personnel work c. Registrar & Admissions Faculty function d. Faculty function Library work, related to discipline or area candidate considered for appointment.	3 years as Assistant Professor
MASTER'S	Completion of all course work, in an approved doctoral program, and publication of a book of professional note.	Same as above	3 years as Assistant Professor

MASTER'S	Completion of all course work, in an approved doctoral program, completed not later than 10 years preceding effective date of initial appointment. OR Second relevant Master's or 6th year graduate degree beyond a Master's and 24 relevant graduate credits, 15 of which have been completed no later than 10 years preceding effective date of initial appointment. OR Completion of 54 relevant graduate credits, 15 of which have been completed no later than the 10 years preceding effective date of initial appointment.	Same as above except, 7 years of College level experience.	4 years as Assistant Professor
MASTER'S	4 years College level or 8 years high school level experience in: a. Teaching b. Student Personnel work c. Registrar & Admissions Faculty function d. Faculty function Library work OR 12 years relevant business, industrial, military experience or elementary school teaching.	Same as above except 7 years of College level experience.	4 years as Assistant Professor

MINIMUM REQUIREMENTS FOR CONSIDERATION FOR APPOINTMENT OR PROMOTION TO ACADEMIC RANK OF ASSISTANT PROFESSOR

		FOR APPOINTMENT	FOR PROMOTION
DEGREE	ACADEMIC REQUIREMENTS PLUS	COLLEGE LEVEL EXPERIENCE OR OTHER EQUATED EXPERIENCE	INCLUDING
DOCTORATE	0	2 years College level experience	2 years as Instructor
MASTER'S	Completion of 15 relevant graduate credits, which have been completed during the 10 years, preceding effective date of initial appointment. OR Completion of any 30 graduate credits, 15 of which have been completed during the 10 years preceding effective date of initial appointment. OR Second Master's or 6th year graduate degree, beyond Master's in a related discipline.	4 years College level experience	3 years as Instructor

OR

2 years College level
or 4 years high school
level experience in:

a. Teaching
b. Student Personnel work
c. Registrar & Admissions Faculty function
d. Faculty function Library work, related to discipline or area candidate considered for appointment.

OR

6 years relevant business, industrial, military experience or elementary school teaching.

MINIMUM REQUIREMENTS FOR CONSIDERATION FOR APPOINTMENT AS INSTRUCTOR

ACADEMIC REQUIREMENTS		FOR APPOINTMENT
DEGREE	PLUS	PLUS OTHER RELEVANT EXPERIENCE
MASTER'S	0	0

ASSOCIATE INSTRUCTOR

The Associate Instructor position will normally be reserved for faculty to be appointed in specialized areas such as, Dental Hygiene, Respiratory Therapy, Medical Lab Technician and Radiologic Technology, where there is a dearth of available, qualified candidates with a Baccalaureate or a Master's Degree, or for which a Master's Degree will be considered for appointment in the faculty rank titles.

Candidates will be selected on the basis of their educational background, and relevant experience. Promotion from Associate Instructor, may be made to Instructor or Assistant Professor, after four (4) years as an Associate Instructor at Bergen Community College. The rank will depend upon educational background acquired while at Bergen Community College, salary and quality of performance. An Associate Instructor who completes a relevant Master's Degree, while employed at Bergen Community College, will be made an Instructor, the month following the submission of certified evidence of the conferral of the degree.

GUIDELINES

	ACADEMIC REQUIREMENTS	APPOINTMENT RELATED EXPERIENCE	PROMOTION EXPERIENCE TO NEXT STEP
PROFESSIONAL ASSISTANT	Bachelor (with 15 credits towards Master's)	1 year	---
	Bachelors	2 years	---
TECHNICAL ASSISTANT I	Bachelors	0 years	2 years
	Associate	4 years	---
	High School Grad	7 years	---
TECHNICAL ASSISTANT II	Associate	2 years	2 years as Tech. II
	High School Grad	5 years	2 years as Tech. II
TECHNICAL ASSISTANT III	Associate	0 years	2 years as Tech. III
	High School Grad	2 years	3 years as Tech. III

Promotion - Based upon academic requirements, experience an recommendation.

ARTICLE XV - DEFINITIONS

1. EQUATED EXPERIENCE - Two (2) years of high school level teaching, or two (2) years of high school student personnel work, or two (2) years of relevant experience in a counseling agency, or two (2) years of registrar and admissions work, or two (2) years in a high school professional rank library work, shall be equated to one (1) year of College level work.

   Three (3) years of business, industrial or military experience, shall be equated to one (1) year of college level work.

Three (3) years of elementary school teaching, shall be equated to one (1) year of college level work.

Experience cannot be used at the same time to meet both academic and experience requirements.

2. RELEVANT - Related to discipline, faculty engaged to teach or area to which assigned and/or related to higher education, or community college, such as philosophy, history, psychology, educational methods and techniques, measurements and evaluation, administration, media utilization or bibliographic procedures.

3. LIBRARY & LEARNING RESOURCES DEPARTMENT - For the Library Print Media, the Master's Degree must be from a library school accredited by the American Library Association (ALA), or Bachelor of Library Science (30 credits, 5th year), obtained prior to 1950.

Learning Resources (non-print media) Master of Science, or Master of Arts in field of specialization, such as:

Instructional Media

Educational Communication

Communication, Engineering, etc.

These requirements may be waived on recommendation of the President if, in his judgement, the individual will bring credit to the College.

NOTE: Experience during special purpose leaves or sabbatical leaves, other than for restoration of health, shall be credited toward the experience requirement.

Clarification: a. The clause under Academic Requirements, which stated the credits must have been completed during the ten (10) years preceding effective date of initial appointment, means that the credits had to be completed during the ten (10) years immediately preceding employment at Bergen Community College.

b. Part-time College classroom teaching shall be equated on the basis of half evaluation of full-time teaching, i.e., sixty (60) contact hours of part-time college teaching shall be equated to thirty (30) contact hours of college teaching or one year of teaching experience. For faculty members of Groups "C", "L", "R", "S", the experience is equated on the same formula. For example, a faculty member who served seventeen and a half (17½) hours per semester for a period of two (2) years, shall be equated as the equivalent of half year experience. During any one academic year, a faculty member cannot earn more than one (1) year of experience credit.

ARTICLE XVI - PERSONNEL FILES

1. PERSONNEL FILES - The following two (2) files shall be maintained for each member of the bargaining unit:

A. Administration File

B. Divisional File

(A.) ADMINISTRATION FILE - The Administration File, shall be maintained in the office of the Dean of Instructional Services and shall include, but not be limited to, the following:

1. All materials requested by the College or supplied by the employee in connection with the employee's original employment.

2. All materials related to the employee's academic or professional performance at the College generated by, or made available to the College.

3. Materials relating to final resignation or discharge.

4. Any statements that the employee wishes to have entered, in response to or in elaboration of any other item in his file.

No materials shall be placed in the employee's Administration File, until the employee has been given the opportunity to read the contents, and attach any comments he may so desire. Each document shall be initialed by the employee, before being placed in his file, as evidence of his having read such document. This initialing, shall not be deemed to constitute approval by the employee of the content of such document. If the employee refuses to initial any document, after having been given an opportunity to read same, a statement to that effect, witnessed by a second party, shall be affixed to the document. The Administration File is to be confidential and, with the exception of the following listed materials, shall be available only to the employee for examination at his request, and to the parties concerned at grievance or dismissal hearings:

a. References and other confidential information.

b. Placement records which contain references from outside sources.

c. Transcripts restricted by the sending institution.

d. Confidential materials relating to the discharge of a faculty member.

At the employee's option, a representative of the Association may accompany the employee, when he examines his file.

(B.) DIVISIONAL FILE - The Departmental File, shall be maintained in the office of the Dean of the division, to which the employee is assigned and shall include, but not be limited to, the following:

1. All materials related to the employee's academic or professional performance generated by, or made available to the College.
2. Any statements that the employees wishes to have entered in response to, or in elaboration of, any item placed in his file.

No materials shall be placed in the employee's divisional file, until the employee has been given the opportunity to read the contents and attach any comments he may so desire. Each such document, shall be initialed by the employee before being placed in his file, as evidence of his having read such document. This initialing, shall not be deemed to constitute approval by the employee, of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read same, a statement to that effect, witnessed by a second party, shall be affixed to the document.

The Division File is to be confidential, and shall be available only to the employee for examination at his request, to members of the Promotion Committee, and to the parties concerned at grievance or dismissal hearings. At the employee's option, a representative of the Association, may accompany the employee when he examines his file.

ARTICLE XVII - GRIEVANCE PROCEDURE

1. INTENT - The College and the Association, agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances, which may arise between the Association, its members and the College. The orderly processes, hereinafter set forth, will be the sole method used for the resolution of all complaints and grievances.

2. DEFINITIONS - A complaint is an informal claim by an employee in the bargaining unit, or by the Association of improper, unfair, arbitrary or discriminatory treatment.

A complaint may, but need not, constitute a grievance. Complaints shall be processed through the informal grievance procedure, as herein set forth.

A grievance is an allegation, by an employee or the Association, that there has been:

A. A breach, misinterpretation, or improper application of the terms of this agreement; or

B. An arbitrary or discriminatory application of, or a failure to act pursuant to, the by-laws and written policies or other administrative decisions of the College, related to the terms and conditions of employment.

3. INFORMAL PROCEDURE FOR HANDLING COMPLAINTS - Any employee in the bargaining unit, may present and discuss his complaint, either with or without a representative of the Association. Similarly, a representative of the Association, may present and discuss a complaint on behalf of any employee in the bargaining unit, or group of employees in the bargaining unit, with the Assistant Dean of the division involved, or administrative officer to whom he is responsible, or with whom the complaint is directly concerned and the procedure shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint, at this informal stage, shall not constitute a binding precedent in the settlement of a similar complaint. Informal procedures terminate, when the complainant signs a dated statement to that effect.

4. FORMAL PROCEDURE FOR HANDLING GRIEVANCES - In the presentation of a grievance, the faculty member shall have the right to present his own case, or to designate a representative to appear with him at any step of his grievance. The President or his designee, shall have the right to designate a representative to participate equally, at any stage of the grievance procedure.

Step 1. If a complaint is not satisfactorily resolved in informal discussion, a grievance may be filed within seven (7) school days, in writing, on the official grievance form, with the President of the College or his designee, setting forth the nature of the grievance, the remedy requested and shall be signed by the grievant. Any grievance not filed within the time specified above, shall be deemed waived by the grievant and the Association.

Within seven (7) school days from the date of receipt of the grievance by the President or his designee, the President or his designee shall arrange to meet with the grievant, in an effort to resolve the grievance. The President or his designee shall indicate his disposition of the grievance, in writing, with seven (7) school days of the last meeting with the grievant. A copy of the President's disposition, shall be transmitted to the grievant. Any grievance not answered within the time specified above, shall be deemed as granting relief to the grievant.

Step 2. If the grievant is not satisfied with the disposition of the grievance by the President or his designee, he may transmit the grievance to the Board of Trustees of Bergen Community College, by filing a copy of the grievance within seven (7) school days of receipt of the decision, through normal College channels, with the secretary of the Board of Trustees. Board of Trustees shall, within thirty (30) calendar days of the receipt of the grievance, by the secretary of the Board, hold a hearing on it, if the grievant requests such a hearing. Otherwise, the Board of Trustees may consider the written record submitted to it by the grievant, or the Board may, on its own motion, conduct a hearing.

The Board of Trustees shall make a determination of the grievance in writing, within seven (7) days of the last hearing, or last submission of materials, indicating its disposition of the grievance. A copy of the Board's disposition shall be transmitted to the grievant and the President. The disposition of the grievance by the Board of Trustees, shall be final.

The Personnel Committee of the Board of Trustees, or a special three member committee of the Board of Trustees designated by the Board of Trustees, may be substituted for the Board of Trustees, if the Board of Trustees so decides for the purpose of holding a hearing on a grievance, and such a hearing shall be as binding on all parties as if held by the Board of Trustees.

Any grievance not answered within the time specified above, shall be deemed as granting relief to the grievant.

ARTICLE XVIII - ENGAGEMENT OF NEW FACULTY

The following principles shall be followed in the engagement of new faculty:

A newly engaged faculty member (assume engaged in the month of May, to begin employment in July or September) will be engaged on a dollar value with absolutely no relationship to step in the salary guide. When the new guide is established, this new faculty member will be paid the dollar amount contracted for, if such a dollar amount is in the guide (not step). In no instance shall he receive less than the amount he was told he would get when he was engaged the previous May. Furthermore, anyone who is engaged before the guide is officially established, i.e. September, shall be treated in the same manner as noted above.

ARTICLE XIX - LECTURER CLASSIFICATION

It is hereby mutually understood and agreed as follows:

The College may hire Lecturers under terms and conditions of employment, as substantially outlined in the attached draft of a "Statement of Understanding" dated June 26, 1978. The Lecturer designation is intended to be used to replace faculty who are on leave of absence, to staff temporary or pilot programs, and to meet emergency situations such as, unexpected enrollments, death, etc.. The College shall advise the Association of each Lecturer line established, prior to actually hiring a Lecturer.

BERGEN COMMUNITY COLLEGE

Statement of Understanding Concerning an Appointment as Lecturer

In consideration of my appointment as a Lecturer at Bergen Community College, I acknowledge and accept the following terms and conditions of employment:

1. This appointment is a full-time term appointment which is not a tenure track position. It is an appointment which has no contractual right to reappointment.

2. This appointment will be for one (1) semester.

3. When the appointment is for teaching, it will require fifteen (15) contact hours of teaching per week, per semester and four (4) office hours weekly. When the appointment is for a non-teaching position, the appointment will encompass the normal professional responsibilities of a full-time professional employee, in the area of appointment, except as modified below.

4. A specific Lecturer line shall not exist in a department budget for more than two (2) consecutive years.

5. A lecturer may receive an overload assignment, after the assignment has been offered to and refused by a full-time faculty member. Likewise, a Lecturer may receive an assignment to assist with Registration; such assignment shall not eliminate the opportunity for extra compensation for a full-time faculty member, unless the opportunity has been offered to and refused by the full-time faculty member.

6. Salaries for Lecturers shall be in accordance with the attached Lecturer Salary Guide. In the event that the Lecturer is reappointed for a third consecutive semester, his/her salary will be adjusted upward by one increment. (i.e. move vertically one line in the same column)

7. A Lecturer shall be entitled to five (5) sick days with pay in a semester.

8. The College will provide the Lecturer, at its own cost and expense, with the full family Blue Cross, Blue Shield, Rider "J", and Major Medical Insurance, subject to applicable regulations.

9. The President or his designee, may approve a request for bereavement leave with pay, for a period of up to three (3) days for a death in the immediate family (father, mother, brother, sister, spouse, child, grandchild, grandmother, grandfather, father-in-law and mother-in-law.) There shall be no paid leaves of absence other than those provided in this paragraph, and paragraph seven (7) above.

10. A Lecturer shall not be appointed or elected to College or department committees.

11. A Lecturer shall have no voting privileges in the department or in College governance organizations.

12. A Lecturer may be assigned during all hours or days in which College activities in his/her area are in operation, but for a period of no more than five (5) days per week and seven (7) hours per day, (unless on overload assignment per paragraph 5 above.)

13. It is understood and agreed, that the above privileges and benefits are the only privileges and benefits that the College will provide, and that no others are to be inferred.

LECTURER SALARY GUIDE
1985-87

	A	B	C	D	E	F	G	H	OVER LOAD	2/3 RATE
1.	10106	10156	10207	10258	10309	10361	10413	10465	17.04	11.36
2.	10517	10570	10623	10676	10729	10783	10837	10891	17.49	11.66
3.	10945	11000	11055	11110	11166	11222	11278	11334	17.94	11.96
4.	11391	11448	11505	11563	11620	11678	11737	11796	18.38	12.25
5.	11855	11914	11973	12033	12093	12154	12215	12276	18.84	12.56
6.	12337	12399	12461	12523	12586	12649	12712	12775	19.29	12.86
7.	12839	12903	12968	13033	13098	13163	13229	13295	19.75	13.17
8.	13362	13429	13496	13563	13631	13699	13698	13837	20.19	13.46
9.	13906	13975	14045	14115	14186	14257	14328	14400	20.64	13.76
10.	14472	14544	14617	14690	14764	14837	14912	14986	29.98	13.99
11.	15061	15136	15212	15288	15365	15441	15519	15596	21.54	14.36
12.	15674	15752	15831	15910	15990	16070	16150	16231	22.01	14.67
13.	16312	16394	16476	16558	16641	16724	16808	16892	22.46	14.97
14.	16976	17061	17146	17232	17318	17405	17492	17579	22.94	15.29
15.	17667	17756	17844	17934	18023	18113	18204	18295	23.43	15.62
					1987-88					
16.	18386	18478	18571	18664	18757	18851	18945	19040	23.93	15.95

MEMORANDUM OF UNDERSTANDING

NON-TRADITIONAL TEACHING MEMBER

THIS AGREEMENT is entered into the first day of July, 1985 by and between the Board of Trustees of Bergen Community College and the Bergen Community College Faculty Association wherein the parties recognize the need for a non-traditional teaching member hereinafter known as GROUP NT member.

THE GROUP NT member shall be a full time faculty member who shall teach thirty-two hours and schedule two office hours per week for 16 weeks during the Fall Semester and for 16 weeks during the Spring Semester. During the 16 week Fall and Spring Semesters the GROUP NT member shall have a maximum of 60 students. Additionally, the GROUP NT member shall work a scheduled one hundred and fifty-five hours and twenty-five minutes during the two summer sessions (twelve week period).

Compensation for the non-traditional teaching member shall be the same as other full time members of GROUP "T" plus ten (10%) percent of base salary for the two summer sessions (twelve week period). Except as modified herein, GROUP NT members shall be entitled to all other rights and fringe benefits of GROUP "T" members.

Responsibilities assigned to each position shall be outlined in a position description; a copy of which shall be maintained in the Office of Personnel Services.

IN WITNESS WHEREOF, the parties have hereto set their respective hands and seals this first day of July 1985.

BERGEN COMMUNITY COLLEGE

WITNESS

CHAIRMAN BOARD OF TRUSTEES

BERGEN COMMUNITY COLLEGE
FACULTY ASSOCIATION

WITNESS

Neil Ender
PRESIDENT B.C.C. FACULTY ASSOCIATION

VICE-PRESIDENT B.C.C. FACULTY ASSOC.

SECRETARY B.C.C. FACULTY ASSOCIATION

TREASURER B.C.C. FACULTY ASSOCIATION

CHAIRPERSON REPRESENTATIVE ASSEMBLY
B.C.C. FACULTY ASSOCIATION

APPENDIX "A"

1985-1986

FULL PROFESSOR (STEPS 17 (H) TO 31 (G)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
17								27,677	30.05	20.03
18	27,815	27,954	28,094	28,234	28,376	28,517	28,660	28,803	30.67	20.45
19	28,947	29,092	29,238	29,384	29,531	29,678	29,827	29,976	31.29	20.86
20	30,126	30,276	30,428	30,580	30,733	30,886	31,041	31,196	31.92	21.28
21	31,352	31,509	31,666	31,825	31,984	32,144	32,304	32,466	32.62	21.75
22	32,628	32,791	32,955	33,120	33,286	33,452	33,619	33,788	33.76	22.51
23	33,957	34,126	34,297	34,468	34,641	34,814	34,988	35,163	34.89	23.26
24	35,339	35,515	35,693	35,872	36,051	36,231	36,412	36,594	36.04	24.02
25	36,777	36,961	37,146	37,332	37,518	37,706	37,895	38,084	36.74	24.50
26	38,274	38,466	38,658	38,851	39,046	39,241	39,437	39,634	37.45	24.97
27	39,832	40,032	40,232	40,433	40,635	40,838	41,042	41,248	38.10	25.40
28	41,454	41,661	41,869	42,079	42,289	42,501	42,713	42,927	38.76	25.84
29	43,141	43,357	43,574	43,792	44,011	44,231	44,452	44,674	39.41	26.27
30	44,898	45,122	45,348	45,574	45,802	46,031	46,261	46,493	40.06	26.71
31	46,725	46,959	47,194	47,430	47,667	47,905	48,145		40.37	26.92

1985-86

ASSOCIATE PROFESSOR (STEPS 13 (G) TO 29 (B)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
13							23,477	23,594	27.63	18.42
14	23,712	23,830	23,950	24,069	24,190	24,311	24,432	24,554	28.22	18.81
15	24,677	24,801	24,925	25,049	25,174	25,300	25,427	25,554	28.80	19.20
16	25,682	25,810	25,939	26,069	26,199	26,330	26,462	26,594	29.38	19.59
17	26,727	26,861	26,995	27,130	27,266	27,402	27,539	27,677	30.08	20.05
18	27,815	27,954	28,094	28,234	28,376	28,517	28,660	28,803	31.12	20.74
19	28,947	29,092	29,238	29,384	29,531	29,678	29,827	29,976	32.17	21.44
20	30,126	30,276	30,428	30,580	30,733	30,886	31,041	31,196	33.22	22.15
21	31,352	31,509	31,666	31,825	31,984	32,144	32,304	32,466	33.94	22.62
22	32,628	32,791	32,955	33,120	33,286	33,452	33,619	33,788	34.64	23.09
23	33,957	34,126	34,297	34,468	34,641	34,814	34,988	35,163	35.36	23.57
24	35,339	35,515	35,693	35,872	36,051	36,231	36,412	36,594	36.04	24.02
25	36,777	36,961	37,146	37,332	37,518	37,706	37,895	38,084	36.73	24.49
26	38,274	38,466	38,658	38,851	39,046	39,241	39,437	39,634	37.45	24.97
27	39,832	40,032	40,232	40,433	40,635	40,838	41,042	41,248	38.10	25.40
28	41,454	41,661	41,869	42,079	42,289	42,501	42,713	42,927	38.76	25.84
29	43,141	43,357							39.26	26.17

1985-86

ASSISTANT PROFESSOR (STEPS 10 (D) TO 26 (D)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
10				20,417	20,519	20,621	20,724	20,828	25.21	16.81
11	20,932	21,037	21,142	21,248	21,354	21,461	21,568	21,676	25.73	17.15
12	21,784	21,893	22,003	22,113	22,223	22,334	22,446	22,558	26.24	17.49
13	22,671	22,784	22,898	23,013	23,128	23,244	23,360	23,477	26.77	17.85
14	23,594	23,712	23,830	23,950	24,069	24,190	24,311	24,432	27.46	18.30
15	24,554	24,677	24,801	24,925	25,049	25,174	25,300	25,427	28.89	19.26
16	25,554	25,682	25,810	25,939	26,069	26,199	26,330	26,462	30.33	20.22
17	26,594	26,727	26,861	26,995	27,130	27,266	27,402	27,539	31.03	20.69
18	27,677	27,815	27,954	28,094	28,234	28,376	28,517	28,660	31.71	21.14
19	28,803	28,947	29,092	29,238	29,384	29,531	29,678	29,827	32.36	21.58
20	29,976	30,126	30,276	30,428	30,580	30,733	30,886	31,041	33.07	22.05
21	31,196	31,352	31,509	31,666	31,825	31,984	32,144	32,304	33.77	22.51
22	32,466	32,628	32,791	32,955	33,120	33,286	33,452	33,619	34.49	22.99
23	33,788	33,957	34,126	34,297	34,468	34,641	34,814	34,988	35.19	23.46
24	35,163	35,339	35,515	35,693	35,872	36,051	36,231	36,412	35.85	23.90
25	36,594	36,777	36,961	37,146	37,332	37,518	37,706	37,895	36.55	24.36
26	38,084	38,274	38,466	38,658					37.16	24.77

1985-86

INSTRUCTOR (STEPS 5 (E) TO 19 (G)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
5					17,146	17,232	17,318	17,405	23.36	15.57
6	17,492	17,579	17,667	17,756	17,844	17,934	18,023	18,113	23.85	15.90
7	18,204	18,295	18,386	18,478	18,571	18,664	18,757	18,851	24.34	16.22
8	18,945	19,040	19,135	19,231	19,327	19,423	19,520	19,618	24.81	16.54
9	19,716	19,815	19,914	20,013	20,113	20,214	20,315	20,417	25.51	17.01
10	20,519	20,621	20,724	20,828	20,932	21,037	21,142	21,248	26.52	17.68
11	21,354	21,461	21,568	21,676	21,784	21,893	22,003	22,113	27.51	18.34
12	22,223	22,334	22,446	22,558	22,671	22,784	22,898	23,013	28.18	18.79
13	23,128	23,244	23,360	23,477	23,594	23,712	23,830	23,950	28.87	19.25
14	24,069	24,190	24,311	24,432	24,554	24,677	24,801	24,925	29.58	19.72
15	25,049	25,174	25,300	25,427	25,554	25,682	25,810	25,939	30.27	20.18
16	26,069	26,199	26,330	26,462	26,594	26,727	26,861	26,995	30.96	20.64
17	27,130	27,266	27,402	27,539	27,677	27,815	27,954	28,094	31.65	21.10
18	28,234	28,376	28,517	28,660	28,803	28,947	29,092	29,238	32.34	21.56
19	29,384	29,531	29,678	29,827	29,976	30,126	30,276		33.07	22.05

1985-86

ASSOCIATE INSTRUCTOR (STEPS 0 (E) TO 19 (G)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
0					14,045	14,115	14,186	14,257	20.44	13.62
1	14,328	14,400	14,472	14,544	14,617	14,690	14,764	14,837	20.85	13.90
2	14,912	14,986	15,061	15,136	15,212	15,288	15,365	15,441	21.28	14.19
3	15,519	15,596	15,674	15,752	15,831	15,910	15,990	16,070	21.72	14.48
4	16,150	16,231	16,312	16,394	16,476	16,558	16,641	16,724	22.41	14.94
5	16,808	16,892	16,976	17,061	17,146	17,232	17,318	17,405	23.20	15.47
6	17,492	17,579	17,667	17,756	17,844	17,934	18,023	18,113	23.97	15.98
7	18,204	18,295	18,386	18,478	18,571	18,664	18,757	18,851	24.76	16.51
8	18,945	19,040	19,135	19,231	19,327	19,423	19,520	19,618	25.46	16.97
9	19,716	19,815	19,914	20,013	20,113	20,214	20,315	20,417	26.14	17.42
10	20,519	20,621	20,724	20,828	20,932	21,037	21,142	21,248	26.82	17.88
11	21,354	21,461	21,568	21,676	21,784	21,893	22,003	22,113	27.51	18.34
12	22,223	22,334	22,446	22,558	22,671	22,784	22,898	23,013	28.18	18.79
13	23,128	23,244	23,360	23,477	23,594	23,712	23,830	23,950	28.87	19.25
14	24,069	24,190	24,311	24,432	24,554	24,677	24,801	24,925	29.58	19.72
15	25,049	25,174	25,300	25,427	25,554	25,682	25,810	25,939	30.27	20.18
16	26,069	26,199	26,330	26,462	26,594	26,727	26,861	26,995	30.96	20.64
17	27,130	27,266	27,402	27,539	27,677	27,815	27,954	28,094	31.65	21.10
18	28,234	28,376	28,517	28,660	28,803	28,947	29,092	29,238	32.34	21.56
19	29,384	29,531	29,678	29,827	29,976	30,126	30,276		33.07	22.05

1985-86

PROFESSIONAL ASSISTANT - LIBRARY ASSOCIATE (95%)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
5					16,289	16,371	16,452	16,535	22.10	14.73
6	16,617	16,700	16,784	16,868	16,952	17,037	17,122	17,208	22.66	15.10
7	17,294	17,380	17,467	17,554	17,642	17,730	17,819	17,908	23.12	15.42
8	17,998	18,088	18,178	18,269	18,360	18,452	18,544	18,637	23.57	15.71
9	18,730	18,824	18,918	19,013	19,108	19,203	19,299	19,396	24.23	16.16
10	19,493	19,590	19,688	19,787	19,886	19,985	20,085	20,185	25.19	16.80
11	20,286	20,388	20,490	20,592	20,695	20,799	20,903	21,007	26.13	17.42
12	21,112	21,218	21,324	21,430	21,538	21,645	21,753	21,862	26.77	17.85
13	21,971	22,081	22,192	22,303	22,414	22,526	22,639	22,752	27.43	18.28
14	22,866	22,980	23,095	23,211	23,327	23,443	23,561	23,678	28.10	18.73
15	23,797	23,916	24,035	24,155	24,276	24,398	24,520	24,642	28.76	19.17
16	24,765	24,889	25,014	25,139	25,264	25,391	25,518	25,645	29.41	19.61
17	25,774	25,902	26,032	26,162	26,293	26,424	26,556	26,689	30.07	20.04
18	26,823	26,957	27,092	27,227	27 363	27,500	27,637	27,776	30.72	20.48
19	27,915	28,054	28,194	28,335	28,477	28,619	28,763		31.42	20.94

1985-86

TECHNICAL ASSISTANT I (91%)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
5					15,603	15,681	15,760	15,838	21.26	14.17
6	15,918	15,997	16,077	16,158	16,238	16,320	16,401	16,483	21.70	14.47
7	16,566	16,648	16,732	16,815	16,899	16,984	17,069	17,154	22.15	14.77
8	17,240	17,326	17,413	17,500	17,587	17,675	17,764	17,852	22.58	15.05
9	17,942	18,031	18,122	18,212	18,303	18,395	18,487	18,579	23.21	15.48
10	18,672	18,765	18,859	18,954	19,048	19,144	19,239	19,335	24.13	16.09
11	19,432	19,529	19,627	19,725	19,824	19,923	20,022	20,123	25.03	16.69
12	20,223	20,324	20,426	20,528	20,631	20,734	20,837	20,942	25.64	17.10
13	21,046	21,152	21,257	21,364	21,470	21,578	21,686	21,794	26.27	17.51
14	21,903	22,013	22,123	22,233	22,344	22,456	22,568	22,681	26.92	17.95
15	22,795	22,909	23,023	23,138	23,254	23,370	23,487	23,605	27.55	18.36
16	23,723	23,841	23,960	24,080	24,201	24,322	24,443	24,565	28.17	18.78
17	24,688	24,812	24,936	25,061	25,186	25,312	25,438	25,565	28.80	19.20
18	25,693	25,822	25,951	26,081	26,211	26,342	26,474	26,606	29.43	19.62
19	26,739	26,873	27,007	27,142	27,278	27,414	27,551		30.09	20.06

1985-86

TECHNICAL ASSISTANT II (86%)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
5					14,746	14,820	14,894	14,968	20.09	13.39
6	15,043	15,118	15,194	15,270	15,346	15,423	15,500	15,577	20.51	13.67
7	15,655	15,734	15,812	15,891	15,971	16,051	16,131	16,212	20.93	13.95
8	16,293	16,374	16,456	16,538	16,621	16,704	16,788	16,872	21.34	14.22
9	16,956	17,041	17,126	17,212	17,298	17,384	17,471	17,558	21.94	14.63
10	17,646	17,734	17,823	17,912	18,002	18,092	18,182	18,273	22.81	15.20
11	18,364	18,456	18,549	18,641	18,734	18,828	18,922	19,017	23.66	15.77
12	19,112	19,208	19,304	19,400	19,497	19,595	19,693	19,791	24.23	16.16
13	19,890	19,989	20,089	20,190	20,291	20,392	20,494	20,597	24.83	16.55
14	20,700	20,803	20,907	21,012	21,117	21,222	21,328	21,435	25.44	16.96
15	21,542	21,650	21,758	21,867	21,976	22,086	22,197	22,308	26.03	17.35
16	22,419	22,531	22,644	22,757	22,871	22,985	23,100	23,216	26.63	17.75
17	23,332	23,448	23,566	23,684	23,802	23,921	24,041	24,161	27.22	18.15
18	24,282	24,403	24,525	24,648	24,771	24,895	25,019	25,144	27.81	18.54
19	25,270	25,396	25,523	25,651	25,799	25,908	26,038		28.44	18.96

1985-86

TECHNICAL ASSISTANT III (82%)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
5					14,060	14,130	14,201	14,272	19.16	12.77
6	14,343	14,415	14,487	14,560	14,632	14,706	14,779	14,853	19.56	13.04
7	14,927	15,002	15,077	15,152	15,228	15,304	15,381	15,458	19.96	13.31
8	15,535	15,613	15,691	15,769	15,848	15,927	16,007	16,087	20.34	13.56
9	16,167	16,248	16,329	16,411	16,493	16,575	16,658	16,742	20.92	13.95
10	16,825	16,909	16,994	17,079	17,164	17,250	17,336	17,423	21.75	14.50
11	17,510	17,598	17,686	17,774	17,863	17,952	18,042	18,132	22.56	15.04
12	18,223	18,314	18,406	18,498	18,590	18,683	18,777	18,871	23.11	15.41
13	18,965	19,060	19,155	19,251	19,347	19,444	19,541	19,639	23.67	15.78
14	19,737	19,836	19,935	20,034	20,135	20,235	20,336	20,438	24.25	16.17
15	20,540	20,643	20,746	20,850	20,954	21,059	21,164	21,270	24.82	16.55
16	21,376	21,483	21,591	21,699	21,807	21,916	22,026	22,136	25.39	16.92
17	22,247	22,358	22,470	22,582	22,695	22,808	22,922	23,037	25.95	17.30
18	23,152	23,268	23,384	23,501	23,619	23,737	23,856	23,975	26.52	17.68
19	24,095	24,215	24,336	24,458	24,580	24,703	24,827		27.12	18.08

APPENDIX "B"

1986-87

FULL PROFESSOR (STEPS 18 (H) TO 32 (G)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
18								29,678	30.95	20.63
19	29,827	29,976	30.126	30,276	30,428	30,580	30,733	30,886	31.59	21.06
21	31,041	31,196	31,352	31,509	31,666	31,825	31,984	32,144	32.23	21.49
21	32,304	32,466	32,628	32,791	32,955	33,120	33,286	33,452	32.88	21.92
22	33,619	33,788	33,957	34,126	34,297	34,468	34,641	34,814	33.60	22.40
23	34,988	35,163	35,339	35,515	35,693	35,872	36,051	36,231	34.77	23.18
24	36,412	36,594	36,777	36,961	37,146	37,332	37,518	37,706	35.94	23.96
25	37,895	38,084	38,274	38,466	38,658	38,851	39,046	39,241	37.12	24.74
26	39,437	39,634	39,832	40,032	40,232	40,433	40,635	40,838	37.85	25.23
27	41,042	41,248	41,454	41,661	41,869	42,079	42,289	42,501	38.57	25.72
28	42,713	42,927	43,141	43,357	43,574	43,792	44,011	44,231	39.24	26.16
29	44,452	44,674	44,898	45,122	45,348	45,574	45,802	46,031	39.92	26.62
30	46,261	46,493	46,725	46,959	47,194	47,430	47,667	47,905	40.59	27.06
31	48,145	48,385	48,627	48,870	49,115	49,360	49,607	49,855	41.26	27.51
32	50,104	50,355	50,607	50,860	51,114	51,370	51,626		41.58	27.72

1986-87

ASSOCIATE PROFESSOR (STEPS 14 (G) TO 30 (B)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
14							25,174	25,300	28.46	18.97
15	25,427	25,554	25,682	25,810	25,939	26,069	26,199	26,330	29.06	19.37
16	26,462	26,594	26,727	26,861	26,995	27,130	27,266	27,402	29.66	19.77
17	27,539	27,677	27,815	27,954	28,094	28,234	28,376	28,517	30.26	20.17
18	28,660	28,803	28,947	29,092	29,238	29,384	29,531	29,678	30.98	20.65
19	29,827	29,976	30,126	30,276	30,428	30,580	30,733	30,886	32.05	21.37
20	31,041	31,196	31,352	31,509	31,666	31,825	31,984	32,144	33.13	22.09
21	32,304	32,466	32,628	32,791	32,955	33,120	33,286	33,452	34.21	22.81
22	33,619	33,788	33,957	34,126	34,297	34,468	34,641	34,814	34.95	23.30
23	34,988	35,163	35,339	35,515	35,693	35,872	36,051	36,231	35.68	23.79
24	36,412	36,594	36,777	36,961	37,146	37,332	37,518	37,706	36.42	24.28
25	37,895	38,084	38,274	38,466	38,658	38,851	39,046	39,241	37.12	24.74
26	39,437	39,634	39,832	40,032	40,232	40,433	40,635	40,838	37.83	25.22
27	41,042	41,248	41,454	41,661	41,869	42,079	42,289	42,501	38.57	25.72
28	42,713	42,927	43,141	43,357	43,574	43,792	44,011	44,231	39.24	26.16
29	44,452	44,674	44,898	45,122	45,348	45,574	45,802	46,031	39.92	26.62
30	46,261	46,493							40.44	26.96

1986-87

ASSISTANT PROFESSOR (STEPS 11 (D) TO 27 (D)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
11				21,893	22,003	22,113	22,223	22,334	25.97	17.31
12	22,446	22,558	22,671	22,784	22,898	23,013	23,128	23,244	26.50	17.67
13	23,360	23,477	23,594	23,712	23,830	23.950	24,069	24,190	27.03	18.02
14	24,311	24,432	24,554	24,677	24.801	24,925	25,049	25,174	27.57	18.38
15	25,300	25,427	25,554	25,682	25,810	25,939	26,069	26,199	28.28	18.85
16	26,330	26,462	26,594	26,727	26,861	26,995	27,130	27,266	29.76	19.84
17	27,402	27,539	27,677	27,815	27,954	28,094	28,234	28,376	31.24	20.82
18	28,517	28,660	28,803	28,947	29,092	29,238	29,384	29,531	31.96	21.31
19	29,678	29,827	29,976	30,126	30,276	30,428	30,580	30,733	32.66	21.77
20	30,886	31,041	31,196	31,352	31,509	31,666	31,825	31,984	33.34	22.22
21	32,144	32,304	32,466	32,628	32,791	32,955	33,120	33,286	34.06	22.71
22	33,452	33,619	33,788	33,957	34,126	34,297	34,468	34,641	34.78	23.19
23	34,814	34,988	35,163	35,339	35,515	35,693	35,872	36,051	35.52	23.68
24	36,231	36,412	36,594	36,777	36,961	37,146	37,332	37,518	36.25	24.17
25	37,706	37,895	38,084	38,274	38,466	38,658	38,851	39,046	36.92	24.62
26	39,241	39,437	39,634	39,832	40,032	40,232	40,433	40,635	37.64	25.09
27	40,838	41,042	41,248	41,454					38.27	25.52

1986-87

INSTRUCTOR (STEPS 6 (E) TO 20 (G)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
6					18,386	18,478	18,571	18,664	24.06	16.04
7	18,757	18,851	18,945	19,040	19,135	19,231	19,327	19,423	24.56	16.38
8	19,520	19,618	19,716	19,815	19,914	20,013	20,113	20,214	25.07	16.71
9	20,315	20,417	20,519	20,621	20,724	20,828	20,932	21,037	25.56	17.04
10	21,142	21,248	21,354	21,461	21,568	21,676	21,784	21,893	26.28	17.52
11	22,003	22,113	22,223	22,334	22,446	22,558	22,671	22,784	27.32	18.21
12	22,898	23,013	23,128	23,244	23,360	23,477	23,594	23,712	28.33	18.89
13	23,830	23,950	24,069	24,190	24,311	24,432	24,554	24,677	29.03	19.35
14	24,801	24,925	25,049	25,174	25,300	25,427	25,554	25,682	29.74	19.82
15	25,810	25,939	26,069	26,199	26,330	26,462	26,594	26,727	30.46	20.31
16	26,861	26,995	27,130	27,266	37,402	27,539	27,677	27,815	31.18	20.79
17	27,954	28,094	28,234	28,376	28,517	28,660	28,803	28,947	31.89	21.26
18	29,092	29,238	29,384	29,531	29,678	29,827	29,976	30,126	32.60	21.73
19	30,276	30,428	30,580	30,733	30,886	31,041	31,196	31,352	33.31	22.21
20	31,509	31,666	31,825	31,984	32,144	32,304	32,466		34.06	22.71

1986-87

ASSOCIATE INSTRUCTOR (STEPS 1 (E) TO 20 (G)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
1					15,061	15,136	15,212	15,288	21.05	14.03
2	15,365	15,441	15,519	15,596	15,674	15,752	15,831	15,910	21.48	14.32
3	15,990	16,070	16,150	16,231	16,312	16,394	16,476	16,558	21.92	14.61
4	16,641	16,724	16,808	16,892	16,976	17,061	17,146	17,232	22.37	14.91
5	17,318	17,405	17,492	17,579	17,667	17,756	17,844	17,934	23.08	15.39
6	18,023	18,113	18,204	18,295	18,386	18,478	18,571	18,664	23.90	15.93
7	18,757	18,851	18,945	19,040	19,135	19,231	19,327	19,423	24.69	16.46
8	19,520	19,618	19,716	19,815	19,914	20,013	20,113	20,214	25.51	17.00
9	20,315	20,417	20,519	20,621	20,724	20,828	20,932	21,037	26.22	17.48
10	21,142	21,248	21,354	21,461	21,568	21,676	21,784	21,893	26.92	17.95
11	22,003	22,113	22,223	22,334	22,446	22,558	22,671	22,784	27.63	18.42
12	22,898	23,013	23,128	23,244	23,360	23,477	23,594	23,712	28.33	18.89
13	23,830	23,950	24,069	24,190	24,311	24,432	24,554	24,677	29.03	19.35
14	24,801	24,925	25,049	25,174	25,300	25,427	25,554	25,682	29.74	19.82
15	25,810	25,939	26,069	26,199	26,330	26,462	26,594	26,727	30.46	20.31
16	26,861	26,995	27,130	27,266	27,402	27,539	27,677	27,815	31.18	20.79
17	27,954	28,094	28,234	28,376	28,517	28,660	28,803	28,947	31.89	21.26
18	29,092	28,238	29,384	29,531	29,678	29,827	29,976	30,126	32.60	21.73
19	30,276	30,428	30,580	30,733	30,886	31,041	31,196	31,352	33.31	22.21
20	31,509	31,666	31,825	31,984	32,144	32,304	32,466		34.06	22.71

1986-87

PROFESSIONAL ASSISTANT - LIBRARY ASSOCIATE (95%)

	A	B	C	D	E	F	G	E	OVER LOAD RATE	2/3 RATE
6					17,467	17,554	17,642	17,730	22.76	15.17
7	17,819	17,908	17,998	18,088	18,178	18,269	18,360	18,452	23.34	15.56
8	18,544	18,637	18,730	18,824	18,918	19,013	19,108	19,203	23.82	15.88
9	19,299	19,396	19,493	19,590	19,688	19,787	19,886	19,985	24.28	16.18
10	20,085	20,185	20,286	20,388	20,490	20,592	20,695	20,799	24.96	16.64
11	20,903	21,007	21,112	21,218	21,324	21,430	21,538	21,645	25.95	17.30
12	21,753	21,862	21,971	22,081	22,192	22,303	22,414	22,526	26.92	17.95
13	22,639	22,752	22,866	22,980	23,095	23,211	23,327	23,443	27.57	18.38
14	23,561	23,678	23,797	23,916	24,035	24,155	24,276	24,398	28.25	18.83
15	24,520	24,642	24,765	24,889	25,014	25,139	25,264	25,391	28.94	19.30
16	25,518	25,645	25,774	25,902	26,032	26,162	26,293	26,424	29.62	19.75
17	26,556	26,689	26,823	26,957	27,092	27,227	27,363	27,500	30.29	20.20
18	27,637	27,776	27,915	28,054	28,194	28,335	28,477	28,619	30.97	20.65
19	28,763	28,906	29,051	29,196	29,342	29,489	29,636	29,784	31.64	21.10
20	29,933	30,083	30,233	30,385	30,537	30,689	30,843		32.36	21.57

1986-87

TECHNICAL ASSISTANT I (91%)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
6					16,732	16,815	16,899	16,984	21.90	14.60
7	17,069	17,154	17,240	17,326	17,413	17,500	17,587	17,675	22.35	14.90
8	17,764	17,852	17,942	18,031	18,122	18,212	18,303	19,395	22.81	15.21
9	18,487	18,579	18,672	18,765	18,859	18,954	19,048	19,144	23.25	15.50
10	19,239	19,335	19,432	19,529	19,627	19,725	19,824	19,923	23.91	15.94
11	20,022	20,123	20,223	20,324	20,426	20,528	20,631	20,734	24.86	16.57
12	20,837	20,942	21,046	21,152	21,257	21,364	21,470	21,578	25.79	17.19
13	21,686	21,794	21,903	22,013	22,123	22,233	22,344	22,456	26.41	17.61
14	22,568	22,681	22,795	22,909	23,023	23,138	23,254	23,370	27.06	18.04
15	23,487	23,605	23,723	23,841	23,960	24,080	24,201	24,322	27.73	18.48
16	24,443	24,565	24,688	24,812	24,936	25,061	25,186	25,312	28.37	18.91
17	25,438	25,565	25,693	25,822	25,951	26,081	26,211	26,342	29.02	19.35
18	26,474	26,606	26,739	26,873	27,007	27,142	27,278	27,414	29.67	19.78
19	27,551	27,689	27,828	27,967	28,107	28,247	28,388	28,530	30.31	20.21
20	28,673	28,816	28,960	29,105	29,251	29,397	29,544		31.00	20.66

1986-87

TECHNICAL ASSISTANT II (86%)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
6					15,812	15,891	15,971	16,051	20.69	13.79
7	16,131	16,212	16,293	16,374	16,456	16,538	16,621	16,704	21.13	14.08
8	16,788	16,872	16,956	17,041	17,126	17,212	17,298	17,384	21.56	14.37
9	17,471	17,558	17,646	17,734	17,823	17,912	18,002	18,092	21.98	14.65
10	18,182	18,273	18,364	18,456	18,549	18,641	18,734	18,828	22.60	15.06
11	18,922	19,017	19,112	19,208	19,304	19,400	19,497	19,595	23.49	15.66
12	19,693	19,791	19,890	19,989	20,089	20,190	20,291	20,392	24.37	16.25
13	20,494	20,597	20,700	20,803	20,907	21,012	21,117	21,222	24.96	16.64
14	21,328	21,435	21,542	21,650	21,758	21,867	21,976	22,086	25.57	17.05
15	22,197	22,308	22,419	22,531	22,644	22,757	22,871	22,985	26.20	17.47
16	23,100	23,216	23,332	23,448	23,566	23,684	23,802	23,921	26.81	17.88
17	24,041	24,161	24,282	24,403	24,525	24,648	24,771	24,895	27.42	18.28
18	25,019	25,144	25,270	25,396	25,523	25,651	25,779	25,908	28.04	18.69
19	26,038	26,168	26,299	26,430	26,562	26,695	26,829	26,963	28.65	19.10
20	27,098	27,233	27,369	27,506	27,644	27,782	27,921		29.29	19.53

1986-87

TECHNICAL ASSISTANT III (82%)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
6					15,077	15,152	15,228	15,304	19.73	13.15
7	15,381	15,458	15,535	15,613	15,691	15,769	15,848	15,927	20.14	13.43
8	16,007	16,087	16,167	16,248	16,329	16,411	16,493	16,575	20.56	13.71
9	16,658	16,742	16,825	16,909	16,994	17,079	17,164	17,250	20.95	13.97
10	17,336	17,423	17,510	17,598	17,686	17,774	17,863	17,952	21.55	14.36
11	18,042	18,132	18,223	18,314	18,406	18,498	18,590	18,683	22.40	14.93
12	18,777	18,871	18,965	19,060	19,155	19,251	19,347	19,444	23.23	15.49
13	19,541	19,639	19,737	19,836	19,935	20,034	20,135	20,235	23.80	15.87
14	20,336	20,438	20,540	20,643	20,746	20,850	20,954	21,059	24.38	16.26
15	21,164	21,270	21,376	21,483	21,591	21,699	21,807	21,916	24.97	16.65
16	22,026	22,136	22,247	22,358	22,470	22,582	22,695	22,808	25.57	17.04
17	22,922	23,037	23,152	23,268	23,384	23,501	23,619	23,737	26.15	17.43
18	23,856	23,975	24,095	24,215	24,336	24,458	24,580	24,703	26.73	17.82
19	24,827	24,951	25,075	25,201	25,327	25,454	25,581	25,709	27.31	18.21
20	25,837	25,966	26,096	26,227	26,358	26,490	26,622		27.93	18.62

APPENDIX "C"

1987-88

FULL PROFESSOR (STEPS 19 (H) TO 33 (G)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
19								31,756	32.18	21.46
20	31,915	32,074	32,235	32,396	32,558	32,720	32,884	33,048	32.85	21.90
21	33,214	33,380	33,547	33,714	33,883	34,052	34,223	34,394	33.52	22.35
22	34,566	34,739	34,912	35,087	35,262	35,439	35,616	35,794	34.19	22.79
23	35,973	36,153	36,333	36,515	36,598	36,881	37,066	37,251	34.95	23.30
24	37,437	37,624	37,812	38,002	38,192	38,383	38,574	38,767	36.16	24.11
25	38,961	39,156	39,352	39,548	39,746	39,945	40,145	40,345	37.38	24.92
26	40,547	40,750	40,954	41,158	41,364	41,571	41,779	41,988	38.60	25.73
27	42,198	42,409	42,621	42,834	43,048	43,263	43,480	43,697	39.36	26.24
28	43,915	44,135	44,356	44,577	44,800	45,024	45,249	45,476	40.12	26.74
29	45,703	45,932	46,161	46,392	46,624	46,857	47,091	47,327	40.81	27.21
30	47,564	47,801	48,040	48,281	48,522	48,765	49,008	49,253	41.52	27.68
31	49,500	49,747	49,996	50,246	50,497	50,750	51,003	51,258	42.21	28.14
32	51,515	51,772	52,031	52,291	52,553	52,816	53,080	53,345	42.91	28.61
33	53,612	53,880	54,149	54,420	54,692	54,965	55,240		43.25	28.83

1987-88

ASSOCIATE PROFESSOR (STEPS 15 (G) TO 31 (B)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
15							26,937	27,071	29.60	19.73
16	27,207	27,343	27,479	27,617	27,755	27,894	28,033	28,173	30.22	20.15
17	28,314	28,456	28,598	28,741	28,885	29,029	29,174	29,320	30.85	20.57
18	29,467	29,614	29,762	29,911	30,061	30,211	30,362	30,514	31.47	20.98
19	30,666	30,820	30,974	31,129	31,284	31,441	31,598	31,756	32.22	21.48
20	31,915	32,074	32,235	32,396	32,558	32,720	32,884	33,048	33.33	22.22
21	33,214	33,380	33,547	33,714	33,883	34,052	34,223	34,394	34.46	22.97
22	34,566	34,739	34,912	35,087	35,262	35,439	35,616	35,794	35.58	23.72
23	35,973	36,153	36,333	36,515	36,698	36,881	37,066	37,251	36.35	24.23
24	37,437	37,624	37,812	38,002	38,192	38,383	38,574	38,767	37.11	24.74
25	38,961	39,156	39,352	39,548	39,746	39,945	40,145	40,345	37.88	25.25
26	40,547	40,750	40,954	41,158	41,364	41,571	41,779	41,988	38.60	25.73
27	42,198	42,409	42,621	42,834	43,048	43,263	43,480	43,697	39.35	26.23
28	43,915	44,135	44,356	44,577	44,800	45,024	45,249	45,476	40.12	26.74
29	45,703	45,932	46,161	46,392	46,624	46,857	47,091	47,327	40.81	27.21
30	47,564	47,801	48,040	48,281	48,522	48,765	49,008	49,253	41.52	27.68
31	49,500	49,747							42.06	28.04

1987-88

ASSISTANT PROFESSOR (STEPS 12 (D) to 28 (D)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
12				23,426	23,543	23,661	23,779	23,898	27.00	18.00
13	24,017	24,137	24,258	24,379	24,501	24,624	24,747	24,871	27.56	18.37
14	24,995	25,120	25,246	25,372	25,499	25,626	25,754	25,883	28.11	18.74
15	26,012	26,142	26,273	26,405	26,537	26,669	26,803	26,937	28.68	19.12
16	27,071	27,207	27,343	27,479	27,617	27,755	27,894	28,033	29.41	19.61
17	28,173	28,314	28,456	28,598	28,741	28,885	29,029	29,174	30.95	20.63
18	29,320	29,467	29,614	29,762	29,911	30,061	30,211	30,362	32.49	21.66
19	30,514	30,666	30,820	30,974	31,129	31,284	31,441	31,598	33.24	22.16
20	31,756	31,915	32,074	32,235	32,396	32,558	32,720	32,884	33.97	22.64
21	33,048	33,214	33,380	33,547	33,714	33,883	34,052	34,223	34.67	23.11
22	34,394	34,566	34,739	34,912	35,087	35,262	35,439	35,616	35.43	23.62
23	35,794	35,973	36,153	36,333	36,515	36,698	36,881	37,066	36.17	24.12
24	37,251	37,437	37,624	37,812	38,002	38,192	38,383	38,574	36.94	24.63
25	38,767	38,961	39,156	39,352	39,548	39,746	39,945	40,145	37.70	25.13
26	40,345	40,547	40,750	40,954	41,158	41,364	41,571	41,779	38.40	25.60
27	41,988	42,198	42,409	42,621	42,834	43,048	43,263	43,480	39.15	26.10
28	43,697	43,915	44,135	44,356					39.80	26.54

1987-88

INSTRUCTOR STEPS 7 (E) TO 21 (G)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
7					19,673	19,772	19,871	19,970	25.02	16.68
8	20,070	20,170	20,271	20,372	20,474	20,577	20,680	20,783	25.55	17.03
9	20,887	20,991	21,096	21,202	21,308	21,414	21,521	21,629	26.07	17.38
10	21,737	21,846	21,955	22,065	22,175	22,286	22,397	22,509	26.58	17.72
11	22,622	22,735	22,849	22,963	23,078	23,193	23,309	23,426	27.33	18.22
12	23,543	23,661	23,779	23,898	24,017	24,137	24,258	24,379	28.41	18.94
13	24,501	24,624	24,747	24,871	24,995	25,120	25,246	25,372	29.47	19.64
14	25,499	25,626	25,754	25,883	26,012	26,142	26,273	26,405	30.19	20.13
15	26,537	26,669	26,803	26,937	27,071	27,207	27,343	27,479	30.93	20.62
16	27,617	27,755	27,894	28,033	28,173	28,314	28,456	28,598	31.68	21.12
17	28,741	28,885	29,029	29,174	29,320	29,467	29,614	29,762	32.43	21.62
18	29,911	30,061	30,211	30,362	30,514	30,666	30,820	30,974	33.17	22.11
19	31,129	31,284	31,441	31,598	31,756	31,915	32,074	32,235	33.90	22.60
20	32,396	32,558	32,720	32,884	33,048	33,214	33,380	33,547	34.65	23.10
21	33,714	33,883	34,052	34,223	34,394	34,566	34,739		35.43	23.62

1987-88

ASSOCIATE INSTRUCTOR STEPS 2 (E) TO 21 (G)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
2					16,115	16,196	16,277	16,358	21.89	14.59
3	16,400	16,522	16,605	16,688	16,771	16,855	16,939	17,024	22.34	14.89
4	17,109	17,195	17,281	17,367	17,454	17,541	17,629	17,717	22.79	15.20
5	17,806	17,895	17,984	18,074	18,165	18,255	18,347	18,438	23.26	15.51
6	18,531	18,623	18,716	18,810	18,904	18,998	19,093	19,189	24.01	16.01
7	19,285	19,381	19,478	19,576	19,673	19,772	19,871	19,970	24.85	16.57
8	20,070	20,170	20,271	20,372	20,474	20,577	20,680	20,783	25.68	17.12
9	20,887	20,991	21,096	21,202	21,308	21,414	21,521	21,629	26.53	17.68
10	21,737	21,846	21,955	22,065	22,175	22,286	22,397	22,509	27.27	18.18
11	22,622	22,735	22,849	22,963	23,078	23,193	23,309	23,426	28.00	18.66
12	23,543	23,661	23,779	23,898	24,017	24,137	24,258	24,379	28.73	19.15
13	24,501	24,624	24,747	24,871	24,995	25,120	25,246	25,372	29.47	19.64
14	25,499	25,626	25,754	25,883	26,012	26,142	26,273	26,405	30.19	20.13
15	26,537	26,669	26,803	26,937	27,071	27,207	27,343	27,479	30.93	20.62
16	27,617	27,755	27,894	28,033	28,173	28,314	28,456	28,598	31.68	21.12
17	28,741	28,885	29,029	29,174	29,320	29,467	29,614	29,762	32.43	21.62
18	29,911	30,061	30,211	30,362	30,514	30,666	30,820	30,974	33.17	22.11
19	31,129	31,284	31,441	31,598	31,756	31,915	32,074	32,235	33.90	22.60
20	32,396	32,558	32,720	32,884	33,048	33,214	33,380	33,547	34.65	23.10
21	33,714	33,883	34,052	34,223	34,394	34,566	34,739		35.43	23.62

1987-88

*PROFESSIONAL ASSISTANT - LIBRARY ASSOCIATE (95%)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
7					18,690	18,783	18,877	18,972	23.67	15.78
8	19,066	19,162	19,258	19,354	19,451	19,548	19,646	19,744	24.27	16.18
9	19,843	19,942	20,041	20,142	20,242	20,344	20,445	20,548	24.77	16.51
10	20,650	20,754	20,857	20,962	21,066	21,172	21,278	21,384	25.25	16.83
11	21,491	21,598	21,706	21,815	21,924	22,034	22,144	22,254	25.96	17.31
12	22,366	22,478	22,590	22,703	22,816	22,930	23,045	23,160	26.99	17.99
13	23,276	23,393	23,510	23,627	23,745	23,864	23,983	24,103	28.00	18.66
14	24,224	24,345	24,467	24,589	24,712	24,835	24,960	25,084	28.68	19.12
15	25,210	25,336	25,462	25,590	25,718	25,846	25,976	26,105	29.38	19.59
16	26,236	26,367	26,499	26,631	26,765	26,898	27,033	27,168	30.10	20.07
17	27,304	27,440	27,578	27,716	27,854	27,993	28,133	28,274	30.80	20.54
18	28,415	28,557	28,700	28,844	28,988	29,133	29,279	29,425	31.51	21.00
19	29,572	29,720	29,869	30,018	30,168	30,319	30,470	30,623	32.21	21.47
20	30,776	30,930	31,084	31,240	31,396	31,553	31,711	31,869	32.91	21.94
21	32,029	32,189	32,350	32,512	32,674	32,837	33,002		33.65	22.44

1987-88

TECHNICAL ASSISTANT I (91%)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
7					17,903	17,992	18,082	18,173	22.77	15.18
8	18,264	18,355	18.447	18,539	18,632	18,725	18,818	18,913	23.25	15.50
9	19,007	19,102	19,198	19,294	19,390	19,487	19,584	19,682	23.73	15.82
10	19,781	19,880	19,979	20,079	20,179	20,280	20,382	20,484	24.18	16.12
11	20,586	20,689	20,792	20,896	21,001	21,106	21,211	21,317	24.87	16.58
12	21,424	21,531	21,639	21,747	21,856	21,965	22,075	22.185	25.85	17.23
13	22,296	22,408	22,520	22,632	22,745	22,859	22,973	23,088	26.82	17.88
14	23,204	23,320	23,436	23,554	23,671	23,790	23,909	24,028	27.47	18.31
15	24,148	24,269	24,390	24,512	24,635	24,758	24,882	25,006	28.14	18.76
16	25,131	25,257	25,383	25,510	25,638	25,766	25,895	26,024	28.83	19.22
17	26,154	26,285	26,417	26,549	26,681	26,815	26,949	27,084	29.51	19.67
18	27,219	27,355	27,492	27,629	27,767	27,906	28,046	28,186	30.18	20.12
19	28,327	28,469	28,611	28,754	28,898	29,042	29,187	29,333	30.85	20.57
20	29,480	29,627	29,776	29,925	30,074	30,224	30,376	30,527	31.52	21.02
21	30,680	30,834	30,988	31,143	31,298	31,455	31,612		32.24	21.49

1987-88

TECHNICAL ASSISTANT II (86%)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
7					16,919	17,004	17,089	17,174	21.52	14.35
8	17,260	17,346	17,433	17,520	17,608	17,696	17,784	17,873	21.97	14.65
9	17,963	18,053	18,143	18,234	18,325	18,416	18,508	18,601	22.42	14.95
10	18,694	18,787	18,881	18,976	19,071	19,166	19,262	19,358	22.86	15.24
11	19,455	19,552	19,650	19,748	19,847	19,946	20,046	20,146	23.50	15.67
12	20,247	20,348	20,450	20,552	20,655	20,758	20,862	20,966	24.43	16.29
13	21,071	21,176	21,282	21,389	21,496	21,603	21,711	21,820	25.34	16.90
14	21,929	22.038	22,149	22,259	22,371	22,483	22,595	22,708	25.96	17.31
15	22,821	22,936	23,050	23,165	23,281	23,398	23,515	23,632	26.60	17.73
16	23,750	23,869	23,989	24,108	24,229	24,350	24,472	24,594	27.25	18.17
17	24,717	24,841	24,965	25,090	25,215	25,341	25,468	25,595	27.89	18.59
18	25,723	25,852	25,981	26,111	26,242	26,373	26,505	26,637	28.52	19.01
19	26,771	26,904	27,039	27,174	27,310	27,447	27,584	27,722	29.16	19.44
20	27,860	28,000	28,140	28,280	28,422	28,564	28,707	28,850	29.79	19.86
21	28,994	29,139	29,285	29,432	29,579	29,727	29,875		30.47	20.31

1987-88

TECHNICAL ASSISTANT III (82%)

	A	B	C	D	E	F	G	H	OVER LOAD RATE	2/3 RATE
7					16,132	16,213	16,294	16,375	20.52	13.68
8	16,457	16,540	16,622	16,705	16,789	16,873	16,957	17,042	20.95	13.97
9	17,127	17,213	17,299	17,385	17,472	17,560	17,648	17,736	21.38	14.25
10	17,824	17,914	18,003	18,093	18,184	18,275	18,366	18,458	21.79	14.53
11	18,550	18,643	18,736	18,830	18,924	19,018	19,114	19,209	22.41	14.94
12	19,305	19,402	19,499	19,596	19,694	19,793	19,892	19,991	23.29	15.53
13	20,091	20,191	20,292	20,394	20,496	20,598	20,701	20,805	24.16	16.11
14	20,909	21,013	21,118	21,224	21,330	21,437	21,544	21,652	24.75	16.50
15	21,760	21,869	21,978	22,088	22,198	22,309	22,421	22,533	25.36	16.91
16	22,646	22,759	22,873	22,987	23,102	23,218	23,334	23,450	25.97	17.31
17	23,568	23,685	23,804	23,923	24,043	24,163	24,284	24,405	26.59	17.73
18	24,527	24,650	24,773	24,897	25,021	25,146	25,272	25,398	27.19	18.13
19	25,525	25,653	25,781	25,910	26,040	26,170	26,301	26,432	27.80	18.53
20	26,564	26,697	26,831	26,965	27,100	27,235	27,371	27,508	28.41	18.94
21	27,646	27,784	27,923	28,063	28,203	28,344	28,486		29.05	19.37

AGREEMENT

Brookdale Community College and Brookdale Faculty Association

1986 - 1989

BROOKDALE
county college
of Monmouth

157

SUCCESSOR AGREEMENT

BETWEEN

BROOKDALE COMMUNITY COLLEGE

AND THE

BROOKDALE COMMUNITY COLLEGE

FACULTY ASSOCIATION

Brookdale Community College
Newman Springs Road
Lincroft, New Jersey 07738
(201) 842-1900

July 1, 1986 — June 30, 1989

BROOKDALE COMMUNITY COLLEGE BOARD OF TRUSTEES

Mr. Gordon N. Litwin, Chairperson
Mrs. Eunice Ensign, Vice Chairperson
Dr. B.A. Barringer, Secretary
Mr. C. Webster Boodey, Jr.
Dr. Richard J. Connors
Mr. Jack DeCerce
Mrs. Allen L. Hannah
Mr. Milton G. Hughes
Ms. Linda B. Kenney
Dr. Donald D. Warner
Susan E. Whyman
Mr. Robert Homeyer, Graduate Trustee

FACULTY ASSOCIATION

Sylvia Smith, President
Henry Green, Vice President
Carol Pingitore, Treasurer
Barbara Boyington, Corresponding Secretary
Carl Calendar, Recording Secretary
Carol Hunter, Parliamentarian

INSTITUTE REPRESENTATIVES

- Karen D'Agostino, Tim Nesterak
  - Applied Humanities
- Tony Snyder, Pat Gibb
  - Social Sciences & Business
- Walter Bronikowski
  - Natural & Applied Sciences
- Hank Cody
  - Learning Resources Center
- Steve Propert
  - Student Development

TABLE OF CONTENTS

Preamble 5
Recognition (Article 1) 5
Negotiation of Successor Agreement (Article 2) 6
Board and Association Relationship (Article 3) 6
Academic Freedom (Article 4) 9
Patent and Copyright Policy (Article 5) 10
Grievance Procedure (Article 6) 12
Promotion Procedure (Article 7) 17
Evaluation (Article 8) 18
Evaluation Schedule (Article 9) 20
Reappointment Notification Schedule (Article 10) 23
Functional Teams (Article 11) 27
Faculty Overload (Article 12) 29
Assigned Hours and Time Span (Article 13) 30
Grade Reports (Article 14) 30
Fringe Benefits and Leave Provisions (Article 15) 31
Payroll Deductions (Article 16) 39
Contracts (Article 17) 41
Part-Time Employment (Article 18) 43
Salary (Article 19) 45
Salary Progression — Full-Time Faculty (Article 20) 45
Salary Progression — Student Development Specialists and Media Specialists (Article 21) 46
Reduction in Force (Article 22) 47
Learning Center Chairpersons (Article 23) 47
Team Leaders (Article 24) 50
Coaches' Salary (Article 25) 51
Duration (Article 26) 52

PREAMBLE

This Agreement effective the 1st day of July, 1986 is made by and between the Board of Trustees of Brookdale Community College, Lincroft, New Jersey, hereinafter referred to as the "Board," and the Brookdale Community College Faculty Association, hereinafter called the "Association."

ARTICLE 1
RECOGNITION

1.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining concerning terms and conditions for all full-time faculty members.

1.2 The term faculty member where used hereinafter in the Agreement shall refer to all personnel of the College who are employed under a full-time Academic Contract. References to faculty members shall be construed to include both male and female who are full-time employees.

1.3 Faculty members shall be recognized as those persons who have the responsibility to implement the educational instructional program of the College. Faculty members are those persons who perform any of the following functions:

a.) preparation and utilization of instructional materials
b.) counseling of students in the instructional program, and
c.) presentation of the instructional program.

ARTICLE 2
NEGOTIATION OF SUCCESSOR AGREEMENT

2.1 The parties agree to enter into collective bargaining over a successor agreement in accordance with Chapter 123, Public Laws 1975, in a good faith effort to reach agreement on matters concerning terms and conditions of the employment of faculty members. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this present agreement expires. Any Agreement so negotiated shall be reduced to writing and submitted to the Board and the Association by their duly authorized representatives. The Agreement, if ratified by the Board and the Association and signed by both parties, shall be adopted by the Board.

2.2 This Agreement shall not be modified in whole or in part except by an instrument duly executed in writing by the Board and the Association.

ARTICLE 3
BOARD AND ASSOCIATION RELATIONSHIP

3.1 The Board has the responsibility and the authority to manage and direct in behalf of the public and itself all the operations and activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.

3.2 The Association shall enjoy such rights and privileges as are accorded by this Agreement and by law.

3.3 The Board retains the right to discipline or discharge faculty members for just cause. Any such action asserted by the Board shall be subject to the Grievance Procedure within the limitations therein set forth.

3.4 The Board and the Association agree there shall be no discrimination, restraint, or coercion by either party against any employee because of membership in the Association or for refusal to join the Association.

3.5 The Board agrees to furnish the Association, in response to formal requests of the Association, public information pursuant to Chapter 73, Public Laws of 1963.

3.6 The College, upon formal request of the Association, and following approval of the administration, shall permit the Association to use the facilities of the College for the purpose of Association meetings. Such approval shall not be unreasonably withheld and shall be in accordance with the rules and procedures of the College in force at the start of this contract. Furthermore, upon similar request and approval, the Association shall be allowed the use of equipment of the College, including typewriters, mimeographs, duplicating machines, calculators, and audio-visual equipment.

3.7 The Association agrees that its use of facilities and equipment shall be restricted to such times that do not preempt the use of the requested facilities and equipment for instructional purposes or usage by students of the College. The Association shall be liable for the cost of repairs or damage, if incident to approved use of facilities and equipment by its membership. The Association shall also pay for the uses of paper and supplies required by various duplicating or reproduction processes at costs determined by the College.

3.8 The Association shall have access to the campus mail services for on-campus communication purposes. The Association shall not post any items for mailing outside the campus locations except when such items have the required postage affixed thereto.

3.9 The Association shall have in each institute building the exclusive use of a bulletin board for the posting of legitimate Association business. The Association shall pay for the boards. Their location and design shall be worked out with the Physical Plant office.

3.10 The Board and the Association agree to share equally the full cost of reproducing not more than seven hundred (700) copies of this Agreement in the print shop of the College.

3.11 The current office space, including furniture and telephone assigned to the Association, will be maintained. Cost of telephone service will be borne by the Association.

ARTICLE 4
ACADEMIC FREEDOM

. The Board herein declares its commitment to sustain the principles of academic freedom which are essential to both teaching and research, the basic functions of higher education:

a.) Freedom in research and publication where these activities do not interfere with adequate performance of academic duties.

b.) Freedom in the classroom to discuss controversial issues relating to a subject, with the knowledge that faculty members have an obligation to bear in mind their unusual influence on the opinions and values of the students with whom they work.

c.) Retention of all faculty members' rights as citizens to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline.

d.) The Association affirms its sensitivity to the impact which the teacher image exerts upon the public judgment of the profession and the College. To promote the interest of the profession and the College, the Association shall encourage that its members be accurate at all times as they represent the learnings of their disciplines and always show respect for the opinions of others while clearly imparting to all that a faculty member is neither an official nor institutional spokesman for the College.

ARTICLE 5
PATENT AND COPYRIGHT POLICY

5.1 All property rights in books written, teaching aids developed (including workbooks, laboratory manuals, transparencies, tapes, films, and the like) and equipment designed or invented, shall belong to the staff member or members who shall have written such book or books, developed such teaching aids, or designed or invented such equipment, including any books, teaching aids, or equipment written, developed or designed by any staff member in conjunction with his or her teaching assignment, with any extended or released time or assigned project authorized or directed by the College, or written, developed, or designed prior to becoming a member of the College staff. Such property rights shall, subject to paragraph 5.3 hereof, include:

a.) The right to publish for private profit and the right to copyright any book, manual, or printed official materials, and

b.) The right to negotiate privately with any person, firm, or corporation for the manufacture of any equipment or teaching aid and the right to acquire any patent rights which may be obtainable thereon.

5.2 The property rights and joint projects of staff members undertaken either as part of a teaching assignment, released time or assigned projects, or on their own time, shall be shared by the participants in such manner as they shall agree in writing.

5.3 Notwithstanding the property rights of any staff member or members in any books, teaching aids, or equipment published, developed, or designed by said staff member or members, Brookdale Community College shall, to the extent that said book, teaching aid, or equipment was written or designed in connection with an extended or released time project or program, have a joint property right therein.

Said joint property rights shall entitle the College to use or purchase said book, teaching aid or equipment, regardless of copyrights or patents thereon and exclusive of any royalties, commissions, or other pecuniary profit to the applicable staff member or members until such time as Brookdale Community College has been reimbursed from said royalties, commissions or other pecuniary profit to the extent and amount that the College paid for that part of the project or program which resulted in the creation of the book, teaching aid or equipment, not to exceed the staff member's pay rate for a like amount of time at the part-time rate for his particular salary category and such other costs as may be involved in the project.

Once reimbursement for such extended or released time has been made, any joint property rights of the College shall cease and all royalties, commissions, or pecuniary profit thereafter earned by the sale of said book, teaching aid, or equipment, to any purchaser thereof shall belong exclusively to the staff member or members.

5.4 The College shall have non-transferable rights, in perpetuity, to unrestricted use within the College of all inventions, discoveries or writings made or authored by members of the staff or faculty while under contract to the College.

Further, the College shall have the right to use all non-patented and non-copyrighted inventions, discoveries or writings in program exchanges with other non-profit institutions so long as aforesaid exchange is of a non-commercial nature and not involving exchange of cash and/or other gratuities.

5.5 A staff member, by executing an employment contract with the College, hereby agrees to give the College the joint property right hereinabove described.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 A grievance is a claim by a faculty member or the Association regarding:

a.) An evaluation of the employee;
b.) A disagreement regarding salary increment such as less than normal increment or failure to receive a promotion (if such promotion is available) where the employee feels he/she has earned such promotion;
c.) Work assigned;
d.) Any violation of the Board of Trustees approved terms and conditions specifically referred to in an agreement with a recognized employee association, or in the case of an academic employee, his/her specific contract;
e.) Any violation of College Policies, Regulations, or Procedures if, as a result of such violation, the employee can show where he/she has been personally grieved.

6.2 No reprisal of any kind will be taken against any employee for participating in the Employee Grievance Process. Any grievance form and/or supportive documents submitted during the time a grievance is in process will not become part of his/her official personnel file. Such forms and/or documents will be kept in a separate grievance file and only the Officers of the College and the Director of College Personnel Services will have access to these files.

6.3 The employee grievance process will include both informal and formal steps regarding grievance, which will afford the employee an informal hearing before his/her Learning Center Chairperson or immediate supervisor and a formal hearing before the Vice President, Educational Services (Step 1), and the President of the College (Step 2). At no time, however, will the grievant be allowed to go to the formal stage without complying with the informal step, and all steps in the formal stage must be followed in order. The Association may be involved at the informal level, but must be involved in all formal steps.

6.4 An employee who believes he/she has a grievance must submit a written grievance (Form PE-33) within thirty (30) working days from the time the employee knew or should have known of its occurrence. Failure to comply within the time limits as specified above or as indicated below, will, if failure on the part of the grievant, disallow the grievance, or if failure on the part of the administrators, allow the grievance to proceed to the next step. Notification will be given to grievant.

a.) The grievant will lodge his/her Grievance with the person hearing the next step of the formal stage within the following number of working days:

1.) Step 1 (Vice President, Educational Services) — thirty (30) working days;

2.) Step 2 (President) — five (5) working days;

b.) The person hearing the step of the formal stage will set the hearing within the following number of working days of the receipt of the Grievance or Notice of Appeal;

1.) Step 1 (Vice President, Educational Services) — five (5) working days;

2.) Step 2 (President) — five (5) working days;

c.) Disposition of the Grievance will be made within the following number of working days after the hearing:

1.) Step 1 (Vice President, Educational Services) — three (3) working days;

2.) Step 2 (President) — three (3) working days;

It will be the responsibility of the grievant to verify to the person hearing the grievance, receipt or non-receipt of the form scheduling him/her for a hearing in all steps of the grievance process. Such verification must be made prior to 12:00 noon of the fourth (4th) working day after the Grievance or Notice of Appeal has been lodged in each step of the process. The time limits specified may, however, be extended by mutual agreement.

6.5 If at any step the grievance is allowed, the person who allowed the grievance will refer its ruling to the person who was involved in Step 1 of the Formal Stage of the Grievance Process, directing that action be taken, with a recommendation of the corrective action to be taken within a specified time.

6.6 Arbitration

a.) If the aggrieved person is not satisfied with the disposition of his/her grievance by the President and the grievance is based upon a violation of the contract between the Board of Trustees and the Association, he/she may request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person.

b.) The Association shall request a list of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American

Arbitration Association in the selection of an arbitrator.

c.) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding upon the parties.

d.) The following shall not be submissable to arbitration:

The failure or refusal of the Board to renew the contract of an employee not under tenure; instances in which charges have been brought against an employee claiming tenure pursuant to the Tenure Employees Hearing Act (N.J.S.A. 18A:6-10 et seq.); failure to receive a promotion.

e.) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

6.7 Any aggrieved person may be represented at all stages of the grievance procedure by him or herself, or, at his/her option, by a representative selected or approved by the Association. When a faculty member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

6.8 If, in the judgment of the Association, a grievance affects a group class of faculty members, the Association may submit such grievance in writing to the President directly and the processing of such grievance shall be commenced at Step Two. The Association may process such a grievance through all steps of the grievance procedure even though the aggrieved person does not wish to do so.

6.9 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE 7
PROMOTION PROCEDURE

7.1 Applications for promotion may be submitted by a member of the unit on or before November 15, each year.

7.2 The full list of those being recommended for promotion shall be passed to the Learning Center Chairperson, Director and/or other appropriate supervisor on or before March 15. The Learning Center Chairperson, Director and/or other appropriate supervisor may append comments concerning the individuals on the list, and he/she then shall pass the list to the President on or before March 31.

7.3 The President will review the recommendations and submit a list to the Board. Any faculty member applying for promotion who is not on the list which is submitted to the Board must be notified of that fact.

7.4 Faculty members receiving promotions in rank shall receive an additional five percent (5%) in their annual base salary.

ARTICLE 8
EVALUATION

8.1 Purposes of Evaluation

a.) The primary purpose of evaluation is to improve the quality of the learning environment at Brookdale, as well as to make an assessment of an employee's contribution to the improvement of this environment so that the employee may grow and develop as a manager of the learning process.

b.) To this end, the evaluation process will identify an employee's strengths and weaknesses as a learning manager throughout the year, and on a continuing basis, and assist the employee in correcting any weakness. To facilitate a continuing effort toward the improvement of instruction, the evaluation process will:

1.) Include written evaluations at specified times during each year and also will include a personal interview on each written evaluation.

2.) Include data which are submitted to the appropriate supervisor for inclusion in each written evaluation.

3.) Identify weakness in writing and make recommendations for improvement.

4.) Include no written evaluations that have not been submitted to the employee in writing in a personal conference.

c.) Evaluations provide the primary basis upon which recommendations as to retention, promotions, annual salary adjustments, and/or merit awards are made.

8.2 Frequency of Evaluation

a.) Each member of the staff will be evaluated in writing according to the Evaluation Schedule hereinafter contained. Each faculty member will receive a copy of all evaluations given. The evaluations will be placed in the individual's personnel file. Provisions shall be made for the attachment of comments by the faculty member to each evaluation.

b.) Nothing in this article will preclude full-time instructional personnel from requesting and receiving additional evaluations throughout an academic year, including peer and student evaluation(s).

8.3 Basis for Evaluation

Evaluations will be recorded on forms designed for such purpose (PE 14, PE 47, and PE 48) and will be filed as part of the personnel records of the individual being evaluated.

8.4 Responsibility for Evaluations

Evaluations will be reviewed by the supervisor of the individual who has performed the evaluation, as well as the Vice President, Educational Services. Such review will be primarily concerned with determining whether the articles governing evaluations have been followed.

ARTICLE 9
EVALUATION SCHEDULE

In all instances where a specified date stated in the evaluation time schedule below falls on a Saturday, Sunday, or holiday, the next immediate working day will prevail. The following time schedule for evaluation will apply:

A.) TENURE CANDIDATES: DATES DUE:

1.) *Individuals Initially Appointed Prior to Beginning of the Fall Term*

a.) Evaluation #1 by Learning Center Chairperson, Director and/or other appropriate supervisor .... Prior to 12/1

b.) Unsatisfactory evaluation from evaluation #1 to the Vice President, Educational Services, by Learning Center Chairperson, Director and/or other appropriate supervisor 12/1

c.) If evaluation is unsatisfactory, an additional evaluation will be made by the Vice President of Educational Services .... 12/1 to 12/15

d.) Evaluation #2 by Learning Center Chairperson, Director and/or other appropriate supervisor .... 12/1 to 6/15

2.) *Individuals Initially Appointed After the Beginning of the Fall Term*

a.) Evaluation #1 by Learning Center Chairperson, Director and/or other appropriate supervisor .... Prior to 2/1

b.) Unsatisfactory evaluation from evaluation #1 to the Vice President, Educational Services, by Learning Center Chairperson, Director and/or other appropriate supervisor 2/15

c.) If evaluation is unsatisfactory, an additional evaluation will be made by the Vice President of Educational Services .... 2/15 to 3/1

d.) Performance evaluation #2 by Learning Center Chairperson, Director and/or other appropriate supervisor .... 3/1 to 6/15

B.) OTHER NON-TENURED FACULTY: DATES DUE:

1.) *Individuals Initially Appointed Prior to the Beginning of the Fall Term*

a.) Evaluation #1 by Learning Center Chairperson, Director and/or other appropriate supervisor .... Prior to 2/1

b.) Unsatisfactory evaluation from evaluation #1 to the Vice President, Educational Services, by Learning Center Chairperson, Director and/or other appropriate supervisor 2/15

c.) If evaluation is unsatisfactory, an additional evaluation will be made by the Vice President of Educational Services ....2/15 to 3/1

d.) Evaluation #2 by Learning Center Chairperson, Director and/or other appropriate supervisor ....2/1 to 6/15

2.) *Individuals Initially Appointed After the Beginning of the Fall Term*

a.) If initial contract begins during Fall Term, the employee will be evaluated twice. First evaluation will be done by Learning Center Chairperson, Director and/or other appropriate supervisor by 2/1 and other schedule dates for evaluation will conform to B.1 above.

b.) If initial contract begins after close of Fall Term, the employee will be evaluated once that first year and any unsatisfactory evaluation will be submitted to the Vice President, Educational Services, by the Learning Center Chairperson, Director and/or other appropriate supervisor .... Prior to 3/1

C.) TENURED FACULTY: DATES DUE:

1.) Evaluation by Learning Center Chairperson, Director and/or other appropriate supervisor .... Prior to 2/21

2.) Unsatisfactory evaluation to the Vice President, Educational Services, by Learning Center Chairperson, Director and/or other appropriate supervisor 2/21

3.) If evaluation is unsatisfactory, an additional evaluation will be made by the Vice President, Educational Services ....2/21 to 3/1

ARTICLE 10
REAPPOINTMENT NOTIFICATION SCHEDULE

In all instances where a specified date in the reappointment notification schedule falls on a Saturday, Sunday, or holiday, the next immediate working day will prevail. The following time schedule for reappointment notification will apply:

A.) CONTRACT ADMINISTRATION FOR TENURE CANDIDATES: DATES DUE:

1.) *Non-Renewal of Contracts for Individuals Initially Appointed Prior to the Beginning of the Fall Term*

a.) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to the employee...... ....12/15

b.) Decision of the President and letter of notification to the employee 2/1

2.) *Non-Renewal of Contracts for Individuals Initially Appointed After the Beginning of the Fall Term*
  a.) Recommendation for non-renewal to the President by the Vice President, Educational Services and copy to the employee ...3/1
  b.) Decision of the President and letter of notification to the employee 4/1

3.) Renewal of Contracts
  a.) Recommendation for Contract to the Vice President, Educational Services, by Learning Center Chairperson, Director and/or other appropriate supervisor 3/15
  b.) Recommendation for Contract to the President by the Vice President, Educational Services, and copy to the employee..3/22
  c.) Decision of the President and letter of notification to the employee ....First week of April
  d.) Recommendation of the President to the Board of Trustees...... April Board Meeting
  e.) Contract mailed to the employee ....Day after Board Meeting
  f.) Contract due to be returned by the employee 5/15

B.) CONTRACT ADMINISTRATION FOR OTHER NON-TENURED FACULTY: DATES DUE:

1.) *Individuals Initially Appointed Prior to Beginning of Fall Term*
  a.) Non-Renewal of Contracts
    (1) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to the employee 3/1
    (2) Decision of the President and letter of notification to the employee 4/1
  b.) Renewal of Contracts
    (1) Recommendation for Contract to the Vice President, Educational Services, by Learning Center Chairperson, Director and/or other appropriate supervisor 3/15
    (2) Recommendation for Contract to the President by the Vice President, Educational Services, and copy to the employee.......................3/22
    (3) Decision of the President and letter of notification to the employee............................ First week of April
    (4) Recommendation of the President to the Board of Trustees....................................April Board Meeting
    (5) Contract mailed to the employee............ Day after the Board Meeting
    (6) Contract due to be returned by the employee..................5/15

2.) *Individuals Initially Appointed After Beginning of Fall Term (Schedule for First Contract Year Only)*
  a.) Non-Renewal of Contracts
    (1) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to the employee 6/1

(2) Decision of the President and letter of notification to the employee . . . 6/30

b.) Renewal of Contracts

(1) Recommendation for Contract to the Vice President, Educational Services, by Learning Center Chairperson, Director and/or other appropriate supervisor 6/22

(2) Recommendation for Contract to the President by the Vice President, Educational Services, and copy to the employee 6/25

(3) Decision of the President and letter of notification to the employee . . . . First week of July

(4) Recommendation of the President to the Board of Trustees . . . . July Board Meeting

(5) Contract mailed to the employee . . . . Day after the Board Meeting

(6) Contract due to be returned by the employee 7/31

C.) CONTRACT ADMINISTRATION FOR TENURED FACULTY: DATES DUE:

1.) *Non-Renewal of Contracts*

a.) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to the employee . . 3/1

b.) Decision of the President and letter of notification to the employee 4/1

c.) Recommendation of the President to the Board of Trustees . . April Board Meeting

2.) *Renewal of Contracts*

a.) Recommendation for Contract to the Vice President, Educational Services, by Learning Center Chairperson, Director and/or other appropriate supervisor 3/15

b.) Recommendation for Contract to the President by the Vice President, Educational Services, and copy to the employee 3/22

c.) Decision of the President and letter of notification to the employee . . . . First week of April

d.) Recommendation of the President to the Board of Trustees . . . . April Board Meeting

e.) Contract mailed to the employee . . . . Day after Board Meeting

f.) Contract due to be returned by the employee 5/15

ARTICLE 11
FUNCTIONAL TEAMS

Inasmuch as Functional Teams constitute a major ingredient toward carrying out the philosophy and missions of Brookdale, the College and the Association shall exert every effort to ensure the preservation and increased influence of the Teams in carrying out the instructional mission of the College. These Teams, consisting of Team Leaders and Team Members, are responsible to the Learning Center Chairperson, Director, and/or other appropriate supervisor, for developing and implementing curriculum of the courses assigned to the Team and for developing and implementing instructional strategies and methods with the approval of the Learning Center Chairperson, Director, and/or other appropriate supervisor.

a.) The Team Leaders shall be appointed annually by the Learning Center Chairperson, Director and/or appropriate supervisor, after an opportunity for input as to the Team Leader has been given to the Team Members. Any faculty member shall have the right to refuse such appointment. Failure to appoint or reappoint the Team Leader or not to appoint a Team Leader shall not be subject to the grievance procedure.

b.) Recommendations of the Team which may be under the coordination of the Team Leader are subject to the approval of the Learning Center Chairperson, Director and/or appropriate supervisor, (whose approval or failure to approve shall not be subject to the grievance procedure) and shall be as follows:

1.) Plan course offerings of the Team
2.) Schedule the course offerings
3.) Assign Team members
4.) Determine the type of instruction of the Team
5.) Develop the curriculum of the courses offered
6.) Develop budget requirements
7.) Make final determination of budget item after budget approval
8.) Develop new programs
9.) Implement new programs
10.) Other duties which are part of the normal functional concept of the Team

11.) Develop performance objectives of the Team and members of the Team

ARTICLE 12
FACULTY OVERLOAD

12.1 In a regular term of 75 days, when the total load for the team divided by the number of full-time equated faculty (excluding learning assistants) exceeds four hundred fifty (450) Student Credit Hours, overload shall be paid at seven dollars ($7.00) per credit hour per full-time equated faculty member.

12.2 Determination of Student Credit Hours (S.C.H.) Load:

The S.C.H. load shall be determined by multiplying the total number of students enrolled in a course for any length of time during a given term by the number of credit hours of the course. This is to include students passing the course by examination only, but not including students who drop the course and either transfer without cost to another course or obtain a full refund. Only completed DCR's will be included in the load. The total S.C.H. for courses assigned to a team divided by the members of the team in the unit will be the basis for determining the S.C.H. per team member. Student Development Specialists, Media Specialists and other faculty members not directly involved with the presentation and evaluation of learning experiences shall not be included as members of the team for the purposes of computing load.

ARTICLE 13
ASSIGNED HOURS AND TIME SPAN

13.1 The College Working Day shall not begin before 7:30 a.m. or end later than 10:30 p.m. Monday through Thursday. On Fridays, the hours shall not begin before 7:30 a.m. or end later than 5:00 p.m.

13.2 The time assigned by the team as teaching responsibilities shall be within a span of eight (8) hours a day from start to finish except where the individual faculty member may voluntarily agree otherwise.

ARTICLE 14
GRADE REPORTS

14.1 Faculty members shall have the right and the responsibility to determine course grades and other evaluations of student progress and achievement within the grading policies of the College and based upon professional judgment of available criteria pertinent to any given subject area of activity in which an individual faculty member is nominally expert and responsible. No grade or evaluation shall be changed by any person unless the proposed change has been first reviewed with the Team which shall not assume liability for any change which is not approved by the Team.

14.2 Grade reports shall be submitted within the eight (8) calendar day period immediately following the close of the College on the last day of a term.

14.3 Grades shall not be reported any more frequently than every six (6) weeks unless the duration of the course requires, however, change of credit reports from DCR status to any credit grade shall be delivered to the Admissions Office or the Institute Office within eight (8) days from the date on which the student's work is handed in to the faculty member.

ARTICLE 15
FRINGE BENEFITS AND LEAVE PROVISIONS

15.1 The Board of Trustees recognizes the desirability of encouraging self-development of the individual. To promote and encourage employees of Brookdale Community College to further their education, full-time employees of the College and their immediate families (spouse and dependent children according to New Jersey Health Benefits criteria) shall be permitted to take up to six (6) credit hours of College work at Brookdale Community College each term for which tuition shall be waived, provided that the minimum enrollment of the course has been met, and provided that at all times tuition students shall have priority of enrollment in any course. These courses shall be pursued without interference with the employee's regular work schedule.

15.2 The College shall reimburse faculty members' tuition for courses relevant to their teaching, successfully completed at the graduate school of their choice. The maximum reimbursement shall be for six (6) credit hours or two courses per year. The tuition shall be reimbursed at the rate of the cost of courses at Rutgers. The relevance shall be determined by the President upon recommendation of the Learning Center Chairperson, Dean, Director and/or the Vice President of Educational Services.

15.3 Employees, spouse and dependent children according to New Jersey Health Benefit criteria may participate in the summer camps at the College at one-half (1/2) of the fee charged for the camp.

15.4 Whenever a faculty member is required to travel from one College-approved assignment to another in the discharge of instructional or professional duties, and such travel required the use of a personal vehicle, travel reimbursement will be made at the rate of twenty (20) cents per mile.

15.5 INSURANCE
The employee insurance program shall include the following:
A.) Hospitalization — Blue Cross/Blue Shield premium group package for the employee and eligible dependents, plus Rider J. Eligibility Date: First day of a month after three (3) months of employment.
B.) Major Medical Insurance — $1,000,000 maximum; available to employees and eligible dependents. Eligibility Date: First day of a month after three (3) months of employment.
C.) The health benefit premium obligation of the College shall be subject to the identical cap when and if NASA agrees to such provision, but no sooner than 6/30/89.
D.) Short-Term Disability — Compensation of 70% weekly salary, to a maximum of $250 per week for 26

weeks. Eligibility Date: 15th day of disability.
E.) Dental Program — effective 7/1/85 the College's contribution shall not exceed $187 per year. Effective 1987-88 the College's contribution for the dental plan shall be increased by $63 per year per family.

15.6 LEAVES OF ABSENCE
Full-time employees may be granted leaves of absence according to the following provisions. In certain instances, a leave of absence must be requested, in writing, by the employee on a form provided for this purpose.
A.) Leaves with Pay

1.) Personal Days — Employees may, with the consent of their supervisor, take up to and including five (5) days off per academic year to accomplish personal activities that cannot be taken care of during times and/or days when the employee is obligated to be at the College. Eligibility begins on employment for academic employees. Personal days are not cumulative from year to year.

2.) Sick Leave — Employees will accrue sick leave at the rate of one and one-quarter (1¼) days per month worked and may accumulate days without a maximum. The College may require a physician's report whenever an employee takes sick leave. Eligibility begins on employment.

3.) Bereavement Leave — Employees may receive three (3) working days for death in their immediate family (parents, siblings, spouse, children, foster children, step-parents, stepchildren, parents of spouse, grandparents, or any relative living in the immediate household.) Additional days, if needed, may be charged to sick leave and/or personal days. An employee may have one working day off for the death of any other relative not specifically referred to above and if additional time is needed, he/she may have this time charged against personal days. Eligibility begins upon employment.

4.) Jury Duty — Employees who are required to serve as a juror will receive their regular salary, but they are required to submit all monies received as compensation for being a juror to the College, immediately upon returning to work or upon receiving juror compensation. Eligibility begins upon employment.

5.) Military Reserve or National Guard — Any full-time faculty member who is required to report for annual training by the Military Reserve or National Guard shall retain the pay received for military service according to N.J.S.A. 38:4-4 in addition to receiving wages from the College. A copy of military orders shall be presented to the College before such military leave is entered upon. Eligibility begins upon employment and such service shall not impair rights otherwise enjoyed by the faculty member while in the continuous employment of the College.

6.) Armed Forces — A full-time faculty member who is drafted or recalled into the Armed Forces of the United States shall be given a leave of absence without pay for the period of time of the draft or recall to active service. Upon discharge or release from the military, the faculty member will be entitled to reemployment in the same position or an equivalent at the salary and seniority that would have been attained had not there been a draft or recall, providing that:

- a.) the returning faculty member presents a certificate of satisfactory completion of military service, and
- b.) Application for reinstatement has been made within ninety (90) days of the discharge or release from military service or from hospitalization continuing after discharge or release for a period of not more than one (1) year, and
- c.) Provided the faculty member is fully able to perform the duties of the former position.

7.) Sabbatical Leave — The Board recognizes the value that can accrue to the College from staff participation in advanced study, related work experience, educational travel, research, and other forms of scholarly or creative endeavor afforded by a program of sabbatical leave. To secure these benefits for the College, the Board agrees to institute a sabbatical leave program subject to the following conditions:

- a.) Eligibility shall be restricted to faculty members who have completed seven (7) consecutive years of full-time service as a faculty member at the College since beginning that service or since the last period of sabbatical leave.
- b.) Application for sabbatical leave shall be made by letter addressed to the Learning Center Chairperson, Dean, Director or Offi-

cer of the College, as may be appropriate, not later than December 15 of the academic year prior to the time of the anticipated leave.

c.) Letters of application shall state the intended purpose of the sabbatical leave from among the following approved purposes: advanced study, related work experience, educational travel, research, and other forms of scholarly or creative endeavor.

d.) Letters of application shall be judged by the Learning Center Chairperson, Dean, Director or Officer of the College, as may be appropriate, to determine the benefits which shall accrue to individual requesting the sabbatical leave and the College community.

e.) Letters of application shall be forwarded along with recommendations by Learning Center Chairperson, Dean, Director or Officer of the College as may be appropriate, to the Professional Standards Committee for review. The Committee shall recommend its choices to the President of the College not later than February 15.

f.) The President of the College shall grant sabbatical leaves so that not more than five percent (5%) of the total faculty shall be on sabbatical leave status at any given time. Furthermore, not more than five percent (5%) from each Institute and not more than one (1) individual from each functional team shall be on sabbatical leave status at any given time.

g.) The President of the College shall advise those faculty members whom he/she shall recommend to the Board for approval not later than March 15. Such recommendations shall be made to the Board for consideration at the regular March public meeting.

h.) Sabbatical leave may be granted for one (1) full contract year or one-half (1/2) contract year. The contract year for the sabbatical leave shall be limited to the length of the employment contract of the year in which the sabbatical leave is approved.

i.) Salary shall be paid to faculty members while on approved sabbatical leave on a prorated basis for the duration of the leave according to this schedule:

1.) Full pay for half of the contract year. In the event this schedule is selected, the remaining portion of the year during which the faculty works shall include one (1) *regular length term*.

2.) One-half (1/2) pay for the full contract year.

j.) All fringe benefits in effect at the time of commencing upon sabbatical leave shall continue in force during the period of approved leave.

k.) If a faculty member shall *not complete* one academic year of service after returning from sabbatical leave, the College shall require the return of all monies paid to the faculty member during the sabbatical leave. Such payment shall be made within twelve (12) months following termination or separation from the College and shall be secured by a promissory note originally effected upon entering any period of sabbatical leave. Exception to this provision would occur if a faculty member died during the academic year while employed by the College.

I.) A report detailing the accomplishments of the Sabbatical Leave will be filed with the Learning Center Chairperson, Dean or Director to whom the faculty member reports upon return from Sabbatical Leave.

B.) Leaves Without Pay

1.) Maternity Leave — A tenured faculty member shall be entitled to maternity leave of up to one year, without pay, commencing on the date specified by the attending physician. The leave may be extended by application of the member to the President of the College and with the approval of the Board of Trustees. *Salary step credit shall be given up to a maximum of one year.* Retirement benefits and medical benefits shall be granted during the period of maternity leave in conformity with the law and the rules and regulations established by the appropriate State departments. A non-tenured member shall be entitled to a maximum of nine (9) continuous weeks of maternity leave, without pay, upon application to the President of the College and with approval of the Board of Trustees. No leave may extend beyond the member's contract year. Upon reappointment, any remaining portion of the nine (9) weeks not used at the contract expiration date may be taken. Retirement benefits and medical benefits shall be granted during the period of maternity leave in conformity with the law and rules and regulations established by the appropriate State Departments. Members may elect to use sick leave in any combination with maternity leave.

2.) A tenured faculty member shall be entitled to up to one (1) year leave, without pay, whether the child is by birth or adoption. This is to be applicable to male and female faculty members.

3.) Special Purpose Leave — Tenured employees may be granted leaves of absence up to one year upon the approval of the President.

a.) An employee will be guaranteed an equivalent position with at least the same salary at which he/she left.

b.) No fringe benefits will be paid for by the College while an employee is on a Special Purpose Leave of Absence; however, the employee may retain his/her fringe benefits by paying for all premiums on insurance programs, pension plan, etc.; neither will such an employee gain salary step credit during a Special Purpose Leave.

ARTICLE 16
PAYROLL DEDUCTIONS

16.1 The Board agrees, in accordance with appropriate law, to provide for deduction to TIAA-CREF or PERS supplemental and/or tax-sheltered annuities and to provide MON-OC Credit Union deductions for the faculty members who properly authorize the Board to make such payroll deductions pursuant to Chapter 310, Public Laws of 1966.

16.2 The Board agrees to deduct from the salaries of its faculty members, dues for the New Jersey Education Association or the National Education Association, or any one of any combination of such Associations as said faculty members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 N.J.S.A. 52:14-15. 9E and under rules established by the State Department of Higher Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Faculty Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

16.3 The Faculty Association shall certify to the Board, in writing, the current rate of its membership dues and supply a list of members who request payroll deductions. Notice of any change in rate of membership dues shall be served in written notice to the Board thirty days (30) prior to the effective date of such change.

16.4 The Association represents to the College that it shall comply with all the requirements of the Representation Fee Law and the College expressly relies on this representation. The Association President shall submit to the College Personnel Office a list of employees covered by this agreement who are not currently dues-paying members. The College, in compliance with State Law and this Agreement, will deduct from non-association employees in this bargaining unit a representation fee equal to eighty-five percent (85%) of the amount set for association members. This amount will be determined by the Association Treasurer and is to be paid by payroll deduction.

ARTICLE 17
CONTRACTS

17.1 The contract year shall commence each September 1 and end each June 30 of the succeeding year.

17.2 Faculty members who are responsible for the presentation of the instructional programs shall each be employed under the terms of a regular contract which shall provide for 150 days of instruction (Fall and Winter Terms). An additional nine days shall be the responsibility of those faculty for in-service, professional development, program and course evaluation, and related professional responsibilities. For 1986-87 the obligation for one of the above days has been fulfilled. The additional days shall be fulfilled prior to Memorial Day.

17.3 Faculty members who are responsible for the preparation and utilization of instructional materials (Media Specialists) and those who counsel students in the instructional program (Student

Development Specialists) shall be employed under terms of a regular contract which shall provide for 180 days devoted to the practice of such professional duties and shall be for periods as assigned within the contract year.

17.4 Faculty members will work no more than twenty (20) contact hours of fifty (50) minutes length. The average instructional contact hours per team members shall not exceed fifteen (15). The average number of office hours per team members shall not exceed five (5) scheduled as the team functions Monday through Friday, day and evening. This shall be equivalent to five (5) days of instruction.

17.5 The Board shall endeavor to adhere to the guidelines of not more than ten (10) students as the responsiblity of one faculty member in a clinical area in any given day, and a sufficient number of faculty to assure adequate student-teacher interaction overall.

17.6 The Board shall adhere to a staffing ratio for Student Development Specialists at an average of three hundred fifty (350) full-time equated students to one (1) full-time equated Student Development Specialist. Two (2) part-time students shall equate to one (1) full-time student.

17.7 The work week of Media Specialists shall be thirty-five (35) hours.

17.8 Student Development Specialists shall work *180* seven-hour days beginning September 1 and

ending June 30. Scheduling will be done by the Learning Center Chair in conjunction with the team and subject to approval by the Dean of Student Development.

17.9 Curriculum development is to be included as part of faculty responsibility except for program development, program overhaul of a major nature, and new courses.

ARTICLE 18
PART-TIME EMPLOYMENT

18.1 Regular Contract Year

A.) If the College has the need for additional services of Media Specialists beyond those services provided by full-time staff, then full-time qualified Media Specialists shall have the first right of refusal for such work. Compensation shall be at the hourly rate as set by the College.

B.) If the College has the need for additional services of Student Development Specialists beyond those services provided by full-time staff, full-time qualified Student Development Specialists shall have the first right of refusal for such work. Compensation shall be at the hourly rate as set by the College.

C.) The first right of refusal to teach additional sections not scheduled for full-time faculty shall be given to qualified full-time faculty members of the same team on a rotating seniority basis before assignment to part-time instructors, except that this shall not apply to special course offerings for which extraordinary credentials are required. Under this provision a faculty member may be granted one such section per term. Compensation shall be at the part-time rate as set by the College.

D.) The first right of refusal to teach credit courses scheduled by Extension Services and Weekend College shall be given to qualified full-time faculty; however, under this provision and the provision of "C" above, the combined limit of these provisions shall be two such courses per term. Compensation shall be at the part-time rate as set by the College.

E.) If no opportunity exists for extension teaching because of cancelled courses, or no course offerings, faculty will have the opportunity for on-campus teaching for the second course.

18.2 Employment not Covered by Regular Contract

A.) Full-time faculty members who shall be given the first opportunity to accept assignments to furnish other academic and professional services in each term not covered by the regular contract, including the preparation and utilization of instructional materials and counselling students in the instructional program, shall be compensated. Such assignment shall be as needed and requested by the College. Compensation shall be at the hourly rate as set by the College.

B.) The first right of refusal to teach up to two sections in each term, not covered by regular contract shall be given to qualified full-time faculty members of the same team before assignment to part-time instructors, except that this shall not apply to special course offerings for which extraordinary credentials are required. Compensation shall be at the part-time rate as set by the College.

ARTICLE 19
SALARY

19.1 Base salary for full-time faculty members initially appointed under provisions of a regular contract shall be as follows for the ranks and years indicated:

	Effective 9/1/86	Effective 9/1/87	Effective 9/1/88
Instructor			
Minimum	$19,240	$20,010	$20,810
Maximum	28,179	30,471	33,121
Asst. Professor			
Minimum	20,491	21,311	22,163
Maximum	32,871	35,339	37,989
Assoc. Professor			
Minimum	24,001	24,961	25,960
Maximum	38,293	40,964	43,614
Professor			
Minimum	27,659	28,765	29,916
Maximum	43,678	46,549	49,199

19.2 Faculty members whose base salaries exceed the above maximums by virtue of previous salary increases shall not have their compensation reduced.

19.3 No faculty member shall receive less than the minimum provided for that rank.

ARTICLE 20
SALARY PROGRESSION — FULL-TIME FACULTY except Student Development Specialists and Media Specialists

Effective September 1, 1986, full time faculty members except (Student Development Specialists and Media Specialists) shall receive the following increases:

20.1 1986-87
4 percent increase across the board; maximums to increase by same percentage.

20.2 1987-88
3.75 percent plus $1,235 across the board; maximums to increase by full amount of this increase.

20.3 1988-89
$2,650 increase across the board; maximums to increase by same amount.

ARTICLE 21
SALARY PROGRESSION — STUDENT DEVELOPMENT SPECIALISTS AND MEDIA SPECIALISTS

Effective September 1, 1986, full time Student Development Specialists and Media Specialists faculty members shall receive the following increases:

21.1 1986-87
Subject to classroom faculty maximums plus 6.5 percent; to the extent that a faculty member would not receive the full 6.5 percent increase as a result of the maximums limitation, said faculty member shall be paid a one-time bonus not in base equal to the difference of 6.5 percent less the actual amount granted in base.

21.2 1987-88
3.75 percent plus $1,235 across the board; maximums to increase by full amount of this increase.

21.3 1988-89
$2,650 increase across the board; maximums to increase by same amount.

ARTICLE 22
REDUCTION IN FORCE

Whenever it is necessary, in the judgment of the Board, to decrease the number of faculty members because of financial exigency or because of discontinuance of a program or a substantial decrease of student population within the College, the Board, upon recommendation of the President, may cause the necessary number of staff to be placed on leave of absence without pay. Layoff shall be implemented by identifying the subject area or specialty where the reduction in force shall take place.

ARTICLE 23
LEARNING CENTER CHAIRPERSONS

23.1 Learning Center Chairperson shall be required to work the same number of days required of those faculty they supervise.

23.2 The position of LCC shall be subject to Paragraph 5 of the July 1, 1986 settlement agreement regarding Docket Numbers CU-86-22, CU-86-32, CU-85-37, and CU-85-58. Neither the amount of release time nor the length of service shall affect the inclusion of LCC's in the Faculty Association.

23.3 Appointment of Learning Center Chairpersons.

a.) The term for appointment of Learning Center Chairs will be for three years.

b.) No person can serve for more than one additional consecutive term of two years duration. This condition of serving for only one additional term will be suspended if no other person is willing to serve.

c.) There will be a secret ballot before April 15th of the third year (or second year in case of a two-year appointment). All full-time faculty will be eligible to vote. The full-time faculty member with the most votes will be presented to the Vice President of Educational Services as a recommendation for next year's Learning Center Chair. The Vice President will appoint that person as Learning Center Chair, if the recommendation is acceptable to the Vice President; if the recommendation is not acceptable or if there is no candidate with more than 50 percent of the eligible votes, the Vice President will so notify the faculty members of the Learning Center and appoint a person of his/her choosing for the following year before April 30th. Failure to accept the recommendation of the Learning Center will not be subject to grievance.

d.) At the end of the first year and each year thereafter, the Learning Center Chair will be evaluated by the Dean of Instruction or the Dean of Student Development where applicable with input from faculty and staff and, based on that evaluation, he/she will continue to serve the next year of the term. If in the opinion of the Vice President the evaluation warrants that a change be made, the Vice President will so notify the faculty members of the Learning Center and appoint a person of her/her choosing for the following year. This action will not be subject to grievance.

e.) This procedure will start with the appointment of the Learning Center Chairs in Spring 1987 for the Academic Year 1987-88. At that time, one half of the positions in each institute will be elected; the other Learning Center Chairperson positions will be held over for election in Spring, 1988 for the Academic Year 1988-89. No Learning Center Chairperson who has served for two consecutive years immediately preceding these elections may be elected for more than one additional term.

23.4 Compensation and Release Time

a.) Compensation (Regular Contract Year)

Compensation	(Regular Contract Year)
1986-87	$3,886
1987-88	4,119
1988-89	4,387

b.) Release Time (Regular Contract Year) Learning Center Chairpersons will be given a reduced teaching load as follows:

No. of Full-time Faculty and Full-time Support Staff	Amount of Reduced Load
1 to 9	.2
over 9 to 14	.4

over 14 to 19	.6
over 19 to 24	.8
over 24 to 29	1.0
over 29 to 34	1.2
over 34 to 39	1.4

Released load beyond 100% requires the appointment of an additional faculty member from the Learning Center to assist with the LCC's duties. Learning Center Chairperson will make recommendations for the appointment of additional faculty members to the Dean of Instruction for approval. Failure to approve or disapprove will not be subject to grievance. Learning Center Chairpersons will teach at least one course per term.

ARTICLE 24
TEAM LEADERS

a.) Team Leaders may choose payment, released time or a combination of the two, as reimbursement for their duties. Reimbursement annually is determined by the accumulation of "units" using the following formula:

$$\text{No. of units} = 2 + \frac{FTF}{5} + \frac{PTF}{10} + \frac{LA}{4}$$

FTF = Number of full time faculty
PTF = Number of part time faculty
LA = Number of learning assistants

Each unit accumulated equates to one credit hour. Units can be taken as whole released sections or used to determine payment at the part-time rate in effect. For teams with less than 3.0 units, the Team Leader shall have the option of one section of released time up to 3 credit hours in one of the long terms or the formula cash payment. Team Leaders with full-time equated staff of fifteen (15) or more in the Fall Term shall be released one three-credit section in both long terms in addition to the above compensation. Full-time equated staff shall be defined as the number of budgeted learning assistants plus full-time equated faculty on the team.

b.) Each Team will be compensated for the supervision, including evaluation of adjunct faculty at the rate of $900 for twelve (12) persons (or $75 per adjunct faculty); an adjunct faculty will be counted only one time per year. Each Team will determine the distribution of its workload and compensation. If the Team is unable to come to an agreement, the Learning Center Chairperson will make these determinations.

ARTICLE 25
COACHES' SALARY

Coaches' salary increases shall be as follows:

	1986-87	1987-88	1988-89
Sports that point count 10 or more	$500	$400	$400

Sports that point count less than 10	250	250	250

ARTICLE 26
DURATION

This Agreement shall be effective July 1, 1986 and shall continue in effect until June 30, 1989.

IN WITNESS HEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on the 14th day of January, 1987.

Board of Trustees Brookdale Community College	**Brookdale Community College Faculty Association**
Gordon Litwin/l.s.	Carl Calendar/l.s.
Chairperson	President
B.A. Barringer/l.s.	Gary Lavorgna/l.s.
President	Chairperson Negotiating Committee

BURLINGTON COUNTY COLLEGE
PEMBERTON-BROWNS MILLS ROAD
PEMBERTON, NEW JERSEY 08068

KENNETH D. McCARTY
EXECUTIVE DIRECTOR OF PERSONNEL AFFAIRS 609-894-9311

COLLECTIVE AGREEMENT

BY AND BETWEEN

THE BOARD OF TRUSTEES OF THE BURLINGTON COUNTY COLLEGE

AND

THE BURLINGTON COUNTY COLLEGE FACULTY ASSOCIATION

JULY 1, 1984 THROUGH JUNE 30, 1987

TABLE OF CONTENTS

ARTICLES

ARTICLE NUMBER	ARTICLE TITLE	PAGE NUMBER
I	RECOGNITION OF EMPLOYEE REPRESENTATIVE	2
II	NEGOTIATION PROCEDURES	3-4
III	NON-DISCRIMINATION	5
IV	APPOINTMENT OF UNIT MEMBERS AND CONTRACT PERIODS	6-7
V	CONTRACT CONTENT	8
VI	RETENTION OF UNIT MEMBERS (REAPPOINTMENT)	9
VII	NON-REAPPOINTMENT	10
VIII	RESIGNATIONS	11
IX	REDUCTION IN STAFF	12
X	FACULTY RETRAINING FOR FACULTY POSITIONS	13-16
XI	ASSOCIATION RIGHTS AND RESPONSIBILITIES	17-26
XII	INSTRUCTOR'S RIGHTS AND RESPONSIBILITIES	27-28
XIII	ACADEMIC FREEDOM	29
XIV	STAFF SUPPORT	30-31
XV	ATTENDANCE AT COLLEGE MEETINGS AND ACTIVITIES	32
XVI	CLOSING OF THE COLLEGE	33
XVII	MANAGEMENT RIGHTS AND RESPONSIBILITIES	34
XVIII	EVALUATION PROCEDURES	35-40
XIX	PROMOTION PROCEDURES	41-43
XX	INSTRUCTIONAL WORKWEEK	44

ARTICLE NUMBER	ARTICLE TITLE	PAGE NUMBER
XXI	OFFICE HOURS	45
XXII	STUDENT REGISTRATION AND ACADEMIC ADVISING DUTIES FOR TEACHING FACULTY	46-48
XXIII	INSTRUCTIONAL LOAD FORMULA	49-56
XXIV	ASSIGNMENT OF OVERLOAD COURSES	57-58
XXV	SUPPLEMENTAL SEMESTER AND TERM ASSIGNMENTS	59-60
XXVI	NURSING FACULTY WORKLOAD	61-65
XXVII	COUNSELOR WORKLOAD	66-77
XXVIII	LIBRARIAN WORKLOAD	78-79
XXIX	NON-TEACHING DUTY ASSIGNMENTS	80-83
XXX	COACHING ASSIGNMENTS	84-86
XXXI	SALARY INCREASES AND SALARY RANGE MAXIMUMS	87-88
XXXII	TUITION REIMBURSEMENT	89-95
XXXIII	TUITION AND SPECIFIED FEE WAIVER FOR ATTENDANCE AT BURLINGTON COUNTY COLLEGE	96
XXXIV	HEALTH BENEFIT PLANS, DENTAL INSURANCE AND RETIREMENT/LIFE INSURANCE PROGRAMS	97-103
XXXV	LEAVES	104-111
XXXVI	SABBATICAL LEAVE	112-114
XXXVII	PERSONNEL FILES	115
XXXVIII	GRIEVANCE PROCEDURE	116-120
XXXIX	DURATION OF AGREEMENT	121
INDEX	INDEX	122-124

APPENDICES

APPENDIX DESIGNATION	APPENDIX TITLE	PAGE NUMBER
A	Instructional Load Formula	A1 - A18
B	Student Evaluation and Instructor Return Form	A19 - A20
C	Classroom Visitation Form	A21 - A22
D	Tuition Reimbursement Form	A23
E	Matrix of Dates Evaluation, promotion, termination and tenure	A24 - A28

Note: The appendices contained herein have been negotiated and agreed to by the parties.

REFERENCES

REFERENCE DESIGNATION	REFERENCE TITLE	PAGE NUMBER
A	Individual Employment Contract	R2 - R3
B	Board Policy 126, Promotion Policy for Instructional (Faculty) Personnel	R4 - R11
C	Sabbatical Leave Form	R12 - R13
D	Demand and Return System	R14 - R15
E	Administrative Procedure 209, Faculty Retraining for Faculty Positions	R16 - R19

Note: The Reference material included in this agreement is done as a convenience to all concerned.

These reference sections have not been the object of negotiations by the parties.

THIS AGREEMENT is entered into by and between the Board of Trustees of Burlington County College, hereinafter referred to as the "Board", or as the "College", and the Burlington County College Faculty Association, hereinafter referred to as the "Association."

ARTICLE I

RECOGNITION OF EMPLOYEE REPRESENTATIVE

A. The Board hereby recognizes the Burlington County College Faculty Association as the exclusive bargaining representative as defined in Public Laws of 1968, Chapter 303, and as amended by Public Laws of 1974, Chapter 123, for all full-time instructional personnel under contract to the Board including:

1. Full-Time teaching faculty holding the rank of Instructor, Assistant Professor, Associate Professor or Professor.

2. Full-Time Student Development, Learning Resources, and Library personnel holding faculty rank.

B. All other personnel are excluded from the bargaining unit.

C. Unless the context otherwise requires, any reference to instructor, teacher, professor, faculty, instructional personnel, student development personnel, learning resources personnel, and library personnel as used herein shall apply to all employees in the bargaining unit as defined above.

D. The term "unit members" shall mean all personnel covered by the terms of this Agreement.

ARTICLE II

NEGOTIATION PROCEDURES

A. The parties agree to enter into collective negotiations for a successor agreement on a mutually agreeable date.

B. During negotiations, the representatives shall present relevent data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association data and information required by law to be made available to the public, including HEGIS Reports.

C. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party and it is mutually pledged that said representatives shall have all necessary authority to make proposals, consider proposals and make counter-proposals during negotiations. No formal negotiations shall take place unless the designated Chief Negotiator of both parties is present.

D. The Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate on any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either party at the time this Agreement was negotiated, signed and ratified.

E. The Board agrees not to negotiate with any faculty member individually or with any faculty organization other than the Association for the duration of this Agreement.

F. Upon mutual consent of the parties, a matter of significant impact may be discussed and, if, as a result, an amendment is deemed necessary by both parties, such amendment shall be reduced to writing and be submitted for ratification to the Board and the Association and signed by both parties. Minor contract modifications may be made by mutual agreement of the respective chief negotiators. Such changes shall be made, initialled, and become part of the Collective Agreement.

G. Should any condition or provision of this Agreement be found to be in contravention of existing or future laws, statutes or regulations, then only that portion of the Agreement which becomes illegal or unenforceable thereby shall become null and void. All other conditions and provisions of the Agreement not specifically or indirectly rendered null and void shall remain in force and effect.

H. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as she/he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE III

NON-DISCRIMINATION

A. The provisions of this Agreement shall be applied equally to all employees.

B. The parties agree to adhere to applicable laws and regulations pertaining to non-discrimination.

ARTICLE IV

APPOINTMENT OF UNIT MEMBERS AND CONTRACT PERIODS

A. Initial Appointment

Unit members will be appointed in accordance with guidelines established by the Board. In making appointments, the Board of Trustees shall act upon the recommendation of the President. Initial salaries will be determined on an individual basis by the President or her/his designee.

B. Contract Periods

1. Instructional Faculty

    a. The initial contract period for most full-time, eight(8) month unit members will include the Fall Semester and Winter Semester.

    b. The initital contract period for full-time ten (10) month nursing faculty members will include the Fall and Winter semesters and the Spring or Summer term.

    c. The initial contract period for full-time eight (8) month nursing faculty will include the Fall and Winter semesters or one (1) semester and two (2) terms.

2. Librarians may be assigned either a ten (10) or twelve (12) month contract. Under either option, these personnel shall work a thirty-seven and one-half (37.5) hour workweek.

3. Counselors

Counselors may be assigned either an eight (8), ten (10), or twelve (12) month contract.

D. Miscellaneous Provisions

1. In the event it becomes necessary to hire a full-time faculty member for less than an eight (8) month period, she/he shall be paid on a prorated basis for that period of time which she/he is employed. She/he shall be accorded all privileges of a full-time faculty member.

2. No adjunct faculty member shall be assigned a full teaching load.

3. Exceptions may be made during supplemental terms to paragraph 2 above providing that the provisions of Article XXV, Supplemental Semester and Term Assignments (Pages 59 through 60) are adhered to.

4. The faculty member's contract period may not be changed without her/his prior written approval and prior written notification to the Chief Negotiator of the Faculty Association and the Director of Personnel Affairs/Chief Negotiator.

5. Faculty members who hold twelve (12) month contracts shall be subject to the official college calendar and workdays applicable to personnel employed on a year-round basis and salaries payable under such contracts shall be in accordance with the Provisions of Article XXIII, Instructional Load Formula (Pages 49 through 56) and Article XXXI, Salary Increases and Salary Range Maximums (Pages 87 through 88).

ARTICLE V

CONTRACT CONTENT

A. Individual employment contracts will be issued to full-time faculty for:

1. All divisional appointments and renewals
2. All supplemental semester/term assignments.

B. Other assignments will be issued to faculty on the Faculty Load Analysis and Summary Sheet in accordance with the provisions of Article XXIX, Non-Teaching Duty Assignments (Pages 80 - 83) and/or Article XXX, Coaching Assignments (Pages 84 - 86).

ARTICLE VI

RETENTION OF UNIT MEMBERS

(REAPPOINTMENT)

A. The Board shall issue renewal contracts to all instructional personnel approved for reappointment not later than March 15 of each year provided the master agreement has been negotiated, reduced to writing and ratified by both parties at least 15 calendar days prior to that date. In the event such Agreement has not been concluded, then individual contracts shall be issued within 15 calendar days following ratification of such Agreement.

B. The President of the Faculty Association and the appropriate administrative personnel shall receive on March 29 or 14 days after individual contracts have been issued, whichever is later, a list, from the Office of the Director of Personnel Affairs, of all faculty members who have not returned signed contracts. Failure of instructional personnel to return a signed contract to the Personnel Department of the College within 16 calendar days of issuance may be interpreted that reappointment is not desired and that the person has resigned. Exceptions may be made upon written request for extension. Such request must include a specific date by which the instructor will submit the contract which shall not be more that 10 calendar days beyond original due date unless otherwise agreed to by the President of the College.

ARTICLE VII

NON-REAPPOINTMENT

A. In the event the Board does not intend to reappoint a non-tenured faculty member, notice of non-reappointment shall be given, in writing, in accordance with the following schedules:

5 - Year Tenure

2nd Year Contract - March 15 of 1st year

3rd Year Contract - February 15 of 2nd year

4th Year Contract - February 15 of 3rd year

5th Year Contract - February 15 of 4th year

6th Year Contract - February 15 of 5th year

B. All such notices are to be given no later than the dates shown, but nothing contained herein shall preclude earlier notice. In the event any date shown above falls on a day when the College is not normally in operation, then such notice shall be given by the regular operational day preceding such date.

C. Delivery of such notice shall be made personally to the faculty member affected if she/he is on campus on the required date. In the event such personal delivery is impossible, then certified mail may be used as the delivery agent in which case constructive delivery, as evidenced by the date of the certified receipt, shall be acceptable.

ARTICLE VIII

RESIGNATIONS

Unit members who wish to resign shall submit such resignation, in writing, to the President of the College at least sixty (60) days prior to the effective date of such resignation.

ARTICLE IX

REDUCTION IN STAFF

A. Whenever it is necessary to decrease the number of tenured unit members due to financial exigencies, or due to the diminution of the number of students within the College, the Board of Trustees, upon recommendation of the President, will act in accordance with the prevailing statute(s) (18A: 60-3). Please see Article X, Faculty Retraining for Faculty Positions, (Pages 13 - 16) for additional information.

B. To the extent possible, the College will provide one (1) year of notice to any tenured faculty member who is being seriously considered for a reduction in force.

ARTICLE X

FACULTY RETRAINING FOR FACULTY POSITIONS

A. Introduction

1. Implementation of Discipline Retraining Plan (including a Time Table for completion of same) is voluntary and subject to: (a) Recommendation of Divisional Retraining Committee; (b) Recommendation of College-Wide Retraining Committee; (c)approval by the President of the College; and (d)approval by the Board of Trustees.
2. Future teaching assignments by faculty members who successfully complete discipline retraining programs will be subject to the availability of discipline course sections based on enrollment and other relevant factors such as the seniority of appropriate faculty members.
3. Discipline retraining opportunities are subject to the availability of funds to support the discipline retraining unless a faculty member is willing to personally undertake any and all costs of retraining.

4. It is recognized by all parties that retraining can be costly and often times may be desired by faculty members at a time of declining enrollments and fiscal constraints on the institution. Consequently, discipline retraining requests must be carefully scrutinized and may need to be limited as they can continue or even exacerbate any financial problems of the College. As with all decisions with economic impact, the priority level of funding may be affected by other economic priorities of the College.

B. Eligibility

1. The College will attempt to provide discipline retraining opportunities for underloaded tenured faculty members when reasonably possible.
2. Discipline retraining of faculty will be based upon several factors including the following:
    a. A faculty member is working under circumstances where she/he is:
        (1) Continually underloaded
        (2) Having difficulty making load
        (3) Is in a discipline of declining enrollment where such decline is anticipated to continue for the foreseeable near future.
        (4) Desiring a change in teaching discipline for personal reasons.
    b. There exists a need within the College for additional faculty in divisions, departments, or disciplines other than a faculty member's current one.
3. Faculty who meet any of the above criteria or similar ones may be notified by the College (or in some instances the faculty may notify the College) of the need or desirability for discipline retraining in accordance with the provisions of Administrative Procedure 209, Faculty Retraining for Faculty Positions, included as Reference E (Pages R16 - R19) of this Collective Agreement..

4. Selection for Discipline Retraining opportunities will be based upon objective criteria including the following:

   - Faculty seniority in College among those applying and being considered for discipline retraining;

   - Faculty seniority in division to which faculty member is applying for discipline retraining - under this factor, preference may be given to a faculty member who is applying for a retraining opportunity in her/his current division over a faculty member who is applying for a retraining opportunity outside of her/his current division.

   - Immediacy of any problem encountered by the College in the provision of sufficient workload for the applicant;

   - The background of the individual applying for retraining including consideration of which faculty member (if there is more than one applicant for discipline retraining) could make the easiest and most rapid transition to a new discipline.

C. Exploration of Possible Discipline Retraining Opportunities

1. Upon written request to the Vice President and Dean of the College. The College will provide:

   a. Information to faculty desiring to explore discipline retraining opportunities regarding disciplines, if any, in which the College anticipates continued adequate enrollment.

   b. Assistance in determining individual inclination for any potential abilities in retraining for and actually teaching another discipline.

2. It is the intent of this Article of this Collective Agreement that:

   a. As a general guideline for all divisions, it must be stated that the intent here is not for each division to require a candidate for discipline retraining who has proven teaching credibility to obtain an additional masters degree in a new field but rather to establish a list of graduate level courses and/or other steps which if successfully completed would enable that faculty member to teach a specific course.

   b. The various divisions, departments, and discipline groups within the College will prepare recommended retraining plans which will give a clear statement of the requirements for teaching specific courses within that division at such time as applications for retraining are submitted.

D. Financial Assistance to Candidates in Discipline Retraining Programs approved by the Board of Trustees

1. Tuition Reimbursement

   a. Faculty members engaged in discipline retraining programs approved by the Board of Trustees shall be eligible for tuition reimbursement for courses taken as part of a retraining program under the conditions established in Article XXXII, Tuition Reimbursement (Pages 89 - 95).

   b. The College may provide special funding for tuition reimbursement for courses taken as part of a discipline retraining program approved by the Board of Trustees, in addition to those available under the provisions of Article XXXII, Tuition Reimbursement (Pages 89 - 95). The applicable provisions of Article XXXII, Tuition Reimbursement (Pages 89 - 95) would be utilized in any such special funding for tuition reimbursement.

2. The College may provide funds for other aspects (e.g. specal leaves of absence) of a discipline retraining program approved by the Board of Trustees.

ARTICLE XI

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Association Business

1. Authorized Association Representatives

Duly authorized representatives of the Association employed by the College shall be permitted to transact official Association business on College property when they do not have instructional or office hours or other assigned responsibilities scheduled and provided that such activity does not interfere with the operation of the College.

2. Association President

a. In recognition of services as a faculty leader and College advisor, the President of the Faculty Association shall be granted 3 points for the Fall Semester, 3 points for the Winter semester, and 3 points for the Spring - Summer Terms combined so long as the President is available to provide such services during each such time period. If the President is not availale to provide such services during any of the aforementioned time periods, points will not be granted for such time periods.

b. Such points shall be indicated on her/his Faculty Load Analysis and Summary Sheets for each such semester and term.

c. In the event the President is a non-teaching faculty member, she/he will receive supplementary renumeration based on the above points. In such case, the President of the Association shall fulfill the regular obligations of her/his position and workweek exclusive of time devoted to services as faculty leader and college advisor.

d. Points compensated under Paragraph 2 shall be paid at the rate applicable to the President's academic rank as follows:

Academic Rank	Rate Per Point
Professor	$232.00
Associate Professor	215.00
Assistant Professor	198.00
Instructor	180.00

e. At the request of the President of the Faculty Association, these points may be inserted as part of base load.

B. Use of College Property

1. With the prior approval of the President or her/his designee the Association's duly authorized representatives employed by the College may be permitted use of the College facilities and equipment, other than those assigned for their individual use (which shall not require prior approval), at such times and places that will not interfere with, delay or defer any activities or functions of the College.

C. Association Liability

1. The Association will be responsible for payment of all damages to or loss of equipment and facilities due to the fault of the Association. The Association shall apply at its own cost or reimburse the College for stationery and other consumable items required for its use in carrying on the administrative, financial or operational functions of the Association.

D. Use of College Mail and Telephone Systems

1. The Association will be permitted the use of the College communication system including internal mail and telephone systems. In all uses of the mail system for Association purposes, the contents must be identified as originating with the Association and bear the name or signature of an authorized Association representative.

2. Use of the telephone shall be limited to internal use and such outside calls as are in the regular calling area of the College system. Long distance and toll calls shall be paid for by the Association.

E. Use of Bulletin Boards

1. The Association may post notices on mutually agreeable bulletin boards. All material posted must relate to official business of the Association.

F. Payroll Deductions for Association Dues

1. Introduction

Deductions from the payroll of any employee represented by the Association for the purpose of paying dues to the Associations enumerated in Paragraph 2 below shall be made in accordance with N.J.S.A. 52:14-15.9e and the prevailing business practices of the College.

2. Associations Eligible for Dues Deductions and Representation Fee Deductions

a. Burlington County College Faculty Association

b. Burlington County Education Association and/or its Higher Education Affiliate

c. New Jersey Education Association and/or its Higher Education Affiliate

d. National Education Association and/or its Higher Education Affiliate

e. Association of New Jersey County College Faculties

3. Authorization to Commence Deductions

a. All authorizations for deductions shall be made only in accordance with a properly completed and signed form mutually agreeable to the parties.

b. Each unit member shall submit her/his written authorization form bearing her/his signature to the Association Treasurer or her/his designee.

c. Notice of the name of the Association Treasurer and her/his designee shall be submitted by the Association President to the Director of Personnel Affairs/Chief Negotiator or her/his designee.

d. The Association Treasurer or her/his designee will submit all completed authorization forms to the Director of Personnel Affairs/Chief Negotiator or her/his designee. The Director of Personnel Affairs/Chief Negotiator or her/his designee will only accept authorization forms from the Association Treasurer or her/his designee, not from any other individual unit member. Any form which is incomplete or incorrect will be returned to the Association Treasurer or her/his designee.

e. All authorization forms must be received by the Director of Personnel Affairs/Chief Negoiator or her/his designee at least thirty (30) days prior to the date of the first deduction. Deductions shall be made only after properly executed forms have been received by the Director of Personnel Affairs/Chief Negotiator or her/his designee.

4. Authorization to Terminate Association Dues Deductions

a. A unit member's consent to the College to deduct Association dues will not require annual renewal.

b. It is the responsibility of any unit member desiring to terminate Association dues deductions to so notify the Association Treasurer or her/his designee in written correspondence bearing the unit member's signature.

c. Written notifications to terminate Association dues deductions will be submitted by the Association Treasurer of her/his designee to the Director of Personnel Affairs/Chief Negotiator or her/his designee. The Director of Personnel Affairs/Chief Negotiator or her/his designee will only accept authorization forms from the designated Association Treasurer or her/his designee and not from any other individual unit member.

d. Once authorization to make Association dues deductions has been received by the Director of Personnel Affairs/Chief Negotiator or her/his designee, the College shall continue to make such deductions until notified in writing to stop same or until the employee terminates employment with the College. Notification to stop deductions by any employee who shall remain on the payroll but whose sole desire is to terminate her/his membership in the Association must be received by the Director of Personnel Affairs/Chief Negotiator or her/his designee a minimum of thirty (30) working days prior to the desired date of dues cessation. The only acceptable dates of cessation are January 1 and July 1.

5. Dues Rates

The Associations named in Paragraph 2 hereinbefore shall certify to the Director of Personnel Affairs/Chief Negotiator or her/his deignee in writing, the rate of its membership dues a minimum of thirty (30)working days prior to the date of the first payroll deduction.

6. Payroll Deductions

a. Deductible Schedule

Each fiscal year, one twentieth (0.05) of the total annual deductions of any and all Associations described in Paragraph 2 above for which proper authorization has been received by the Director of Personnel Affairs/Chief Negotiator or her/his designee shall be deducted from the employee's paychecks commencing with the second paycheck of the ten (10) month paydate schedule.

b. A deduction will be made only if there is available an amount sufficient to cover, in full, the authorization after the priority of all remaining statutory and other payroll deductions have been met. Failure to have sufficient net pay available for the College to perform the full Association dues deductions will relieve the Board of its responsibility to collect that amount from the unit member for that pay period.

c. Remittance of deductions shall be made to the Association Treasurer by the College Accounting Department no later than the 15th of the month following that in which the deductions were made.

d. Upon the termination of employment of any employee, the College will not collect any monies for unpaid dues for months subsequent to the employee's termination date.

e. The Director of Personnel Affairs/Chief Negotiator or her/his designee shall notify the Association of the termination of any Unit Member within one (1) workday of the time such notification is received by her/him.

G. Payroll Deductions for Representation Fee

1. Introduction

   a. If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Association for that memberhip year. The purpose of this fee will be to offset the employee's per capita costs of services rendered by the Association as majority representative.

   b. Under the authority of N.J.S.A. 34:13A-5,6,7, & 8, the College shall in accordance with the provisions stated herein and the prevailing business practices of the College deduct from the payroll of any unit member who is not a member of the Association an amount equivalent to 85% of the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members but in no event shall such fees exceed 85% of the regular membership dues, fees, and assessments. This representation fee shall be in lieu of dues for services rendered by the Association to unit members who are not members of the Association.

2. It is the Association's sole responsibility to have established and continue to maintain a Demand and Return System (enclosed as Reference E) which provides:

   a. Pro rata returns as described in New Jersey Statute N.J.S.A. 34:13A-5,6,7, & 8.

   b. A provision by which employees who pay a representation fee in lieu of dues may obtain reveiw of the amount returned through full and fair procedures placing the burden of proof on the Association. Any such appeals shall be processed through this system and not through the Grievance Procedure contained in Article XXXVIII (Pages 116 - 120).

3. Collection of this representation fee does not require any Unit member to become an Association member.

4. Payroll Deductions

a. Effective Date of Commencement of Deductions

(1) For employees who are on the payroll as of August 31 of each year:

The second paycheck of the ten (10) month paydate schedule

(2) For employees re-entering the unit who previously served in a position included in the unit who continued in the employ of the College in a non-unit position and for employees who are recalled from layoff:

The first paycheck of the month following the successful completion of the first forty (40) working days of employment in a unit position following employee's reentry into the unit.

b. Deduction Schedule

Each year, one twentieth (0.05) of the total annual deductions shall be deducted from the employee's paychecks commencing with the second paycheck of the ten (10) month paydate schedule and concluding with the final paycheck of the ten (10) month paydate schedule. No deductions will be made in July or August.

c. A deduction will be made only if there is available an amount sufficient to cover, in full, the authorization after the priority of all remaining statutory and other payroll deductions have been met. Failure to have sufficient net pay available for the College to perform the full Representation Fee deductions will relieve the Board of its responsibility to collect that amount from the unit member for that pay period.

d. Remittance of deductions shall be made to the Association Treasurer or her/his designee by the College Accounting Department no later than the 15th of the month following that in which the deductions were made.

e. Upon the termination of employment of any employee, the College will not collect any monies for unpaid representation fee deductions for months subsequent to the employee's termination date.

5. Determination of Employees from whose Paychecks the Representation Fee is to be Deducted

a. On or about the last day of each month, the Director of Personnel Affairs/Chief Negotiator or her/his designee will submit to the Association Treasurer or her/his designee a list (including names, position titles and dates of employment) of all employees who began their employment in a unit position during that month.

b. The College will deduct the representation fee from the paycheck of any employee for whom the College does not have an Association Dues Deduction Authorization Form.

6. The Association shall imdemnify and hold the College harmless against any and all claims, demands, suits, and/or other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of or by reason of any action taken by the College in conformance with this provision of the Agreement.

H. Optional Payroll Deductions Made Available to Employees at the Request of the Association

1. Introduction

Deductions from the payroll of any employee will be made upon the request of any employee for payments to the organizations enumerated in Paragraph 2 in accordance with any appropriate laws and regulations and the prevailing business practices of the College.

2. Organizations Eligible for Deductions

a. Atlantic-Burlington County Public Employee Federal Credit Union

b. Washington National Insurance Company

c. Others which may be mutually agreed upon and which are permitted by any appropriate laws and regulations.

3. Authorization to Commence Deductions

a. All authorization for deductions shall be made only in accordance with a properly completed and signed form mutually agreeable to the parties.

b. All authorization forms must be received by the Director of Personnel Affairs/Chief Negotiator or her/his designee at least thirty (30) days prior to the date of the first deduction. Deductions shall be made only after properly executed forms have been received by the Director of Personnel Affairs/Chief Negotiator or her/his designee.

4. Deduction Rates and Amounts

The organizations named in Paragraph 2 hereinbefore shall certify to the Director of Personnel Affairs/Chief Negotiator or her/his designee in writing, its fee schedule, a minimum of thirty (30) working days prior to each September 1.

5. Payroll Deductions for Optional and/or Additional Programs

a. Deduction Schedule

(1) Each fiscal year, one twentieth (0.05) of the total annual deductions for the Washington National Insurance Plan for which proper authorization has been received by the Director of Personnel Affairs/Chief Negotiator cr her/his designee shall be deducted from the employee's paychecks commencing with the second paycheck of the ten month paydate schedule. No deductions will be made in July or August.

(2) Deductions for the Credit Union will be made from each appropriate paycheck.

b. A deduction will be made only if there is available an amount sufficient to cover, in full, the authorization after the priorty of all remaining statutory and other payroll deductions have been met. Failure to have sufficient net pay available for the College to perform the full deductions will relieve the Board of its responsibility to collect that amount from the unit member for that period.

c. Upon the termination of any employee, the College will not collect any monies for deductions for paydates subsequent to the employee's final paycheck.

ARTICLE XII

INSTRUCTOR'S RIGHTS AND RESPONSIBILITIES

A. Outside Employment and Course Work

1. All faculty members recognize primary responsibility to their positions at Burlington County College.

2. Faculty members will act in accordance with the provisions of N.J.A.C. 9: 2-10.1 (Code of Ethics, Department of Higher Education), 10.2 (Guidelines on Outside Employment for Full-Time Employees), and 10.3 (Procedures for Reporting Outside Employment Status).

B. Instructor's Course and Classroom Rights and Responsibilities

1. Consistent with the stated catalog course descriptions, the primary responsibility for determining course content, course goals, learning objectives and the selection of appropriate learning materials and strategies rests with the faculty member who teaches the course.

2. In courses which are part of a sequence, it is the responsibility of the instructor to establish goals and course content so as to prepare students for the sequential course offerings.

3. Where more than one faculty member teaches the same course, the instructors, in consultation with the division chairperson, must agree on a basic core content.

4. The instructor shall be free to request any books, magazines, newspapers or other materials to be purchased by the library or his/her division or area, subject to budgetary limitations.

5. The instructor is responsible for evaluating the academic progress of his/her students and for assigning grades in accordance with the grading system of the College.

6. The instructor shall be required to report to his/her designated teaching station at scheduled times. Whenever the instructor is unable to meet his/her class because of unpredictable absences she/he will make every effort to report his/her inability to do so to his/her immediate administrative supervisor sufficiently prior to such absence as to enable the class to be rescheduled or to assign an appropriate substitute. Predictable absences must have the prior written approval of the immediate administrative supervisor.

7. The administrative use of an electronic monitor or communications device during the meeting of class shall be permitted only with the prior approval of the instructor concerned.

8. Classrooms may be visited for the purpose of evaluation only in accordance with contractural evaluation procedures.

ARTICLE XIII

ACADEMIC FREEDOM

The Board recognizes that academic freedom is essential to the free search for truth and its exposition.

The parties agree to the following provisions relating to academic freedom:

A. A faculty member is a citizen and a member of a learned profession. When he/she speaks, writes, or acts as a citizen, the faculty member is free from College censorship and discipline, but has the obligation when so engaged to indicate that he/she is not a College representative, unless so authorized, because the public may judge his/her profession and the College by expressed words and actions.

B. A faculty member is free to engage in research and publication, as long as these activities do not interfere with his/her responsibilities to the College.

C. A faculty member is free when in the classroom to discuss controversial issues relating to his/her area of academic specialization, but is obligated to be aware of his/her potential influence on the opinion and values of his/her responsibility for achievement of the course objectives.

D. Indemnification against civil liability will be in accordance with 18A: 60-4.NJSA.

ARTICLE XIV

STAFF SUPPORT

A. The College shall provide clerical support to meet the needs of academic personnel. The Vice President and Dean of the College shall make these determinations based upon needs and budgetary limitations.

B. The College shall compensate unit members for the use of private automobiles when on official College business.

1. Effective September 1, 1984 such compensation will be at the rate of $0.22 per mile.

2. Compensation will be determined prior to its occurrence when a particular assignment is made and approved by the appropriate College administrator.

3. The unit member must submit the recognized College form in order to receive compensation for the use of a privately owned automobile.

C. Each unit member shall be provided a private office on Pemberton Campus. This office shall be furnished, insofar as budgetary limitations allow, with a desk, phone, file cabinet, bookcase, and chair. No faculty member shall be relocated without his/her prior approval unless an organizational change or program modification takes place. In the event that organizational changes/ program modifications make it necessary, the College will move unit members to other locations on the Pemberton Campus.

Prior written notice will be given before such a move takes place. In no event will these moves be arbitrary or capricious.

Unit members who teach their entire loads at a location other than Pemberton may have office space provided at that location in lieu of office space at Pemberton.

D. At the inception of each semester, or when appropriate, the Board shall provide each instructor with the necessary office and instructional supplies and learning resources support subject to budgetary limitations and approval of his/her Division Chairperson to meet the needs of the students within the instructional area.

E. The Board shall provide, at no charge, a parking space for each faculty member and shall forbid students to park there. The number of spaces shall be at least equal to the number of staff members and shall be clearly marked and lighted. There shall be no special parking privileges extended to any unit member except for reasons of health. Faculty shall at all times adhere to the current parking and traffic regulations of the College. The Board shall provide security protection for faculty cars while parked on College property. Faculty members who are ticketed for traffic violations shall have full right of appeal through the established exceptions and appeals procedures.

ARTICLE XV

ATTENDANCE AT COLLEGE MEETINGS AND ACTIVITIES

A. All unit members shall attend divisional meetings scheduled during a semester/term in which the faculty member is under base contract as part of their normal responsibility to the instructional process.

B. All unit members working during the Spring Term shall be required to attend the annual graduation ceremonies. Exceptions may be granted with the prior approval of the President. Academic attire shall be provided at no cost to the individual. Attendance at the graduation ceremony shall be separate and apart from the meeting attendance indicated in Section C below.

C. Unit members shall not be required to attend more than one (1) official college meeting scheduled by the President or his/her designee each semester and/or term that they are under contract.

Notification by the President or his designee shall be made at least seventy-two (72) hours in advance of the meeting. In the event an emergency situation arises affecting the welfare of the College, the President or his/her designee shall have the right to convene a meeting of unit members with forty-eight (48) hours notice.

D. A faculty member may voluntarily attend the aforementioned activities during any term/semester in which she/he is not under contract.

ARTICLE XVI

CLOSING OF THE COLLEGE

Nothing in this Agreement shall require the Board to keep the College open in the event of severe inclement weather or when otherwise prevented by health conditions, catastrophes, or Acts of God, or other natural phenomenon. When the College is closed to students due to such conditions, instructors shall not be required to report for work. If, however, in the Board's discretion, the College is to remain open, all instructors must meet their assigned teaching obligations. If she/he fails to do so, the faculty member's absence may be charged against accumulated sick leave at the discretion of the President.

ARTICLE XVII

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Board retains to itself and its appointed managers and administrators all rights, authority and responsibilities conferred by law and those commonly associated with their level of direction and control.

B. Nothing contained in this Agreement, except those items referred to or specifically identified, shall be interpreted to subordinate, waive, preclude or deny the Board or its designated representatives, the right to conduct the business of the College in accordance with current or past practices, policies and procedures, including the contract agreement between the Board and the Association, nor to perform their responsibilities as custodians of the properties of the College nor to exercise their judgment and make decisions to the extent that such actions are not in contravention of the laws or Constitution of the State of New Jersey or of the United States of America.

ARTICLE XVIII

EVALUATION PROCEDURES

A. Evaluation of all Faculty

1. All faculty will submit an Annual Report no later than March 1 of each year. The report should be at least two (2) single-spaced, typewritten pages with the appropriate supporting documents and shall include all of the following areas:

   a. Professional Responsibilities

      1) Specific instructional objectives in terms of learning outcomes (student performance).

      2) Developed definite strategies that led to achievement of these outcomes.

      3) Evaluation of student performance by methods that determined the extent to which the outcomes have been met.

      4) Results of evaluation tool that was administered to each class in order to receive the appropriate feedback data to enable modification for improvement. (See Appendix B - Student Course Evaluation).

a) The procedures to be used are as follows: Utilizing the Student Course Evaluation, Appendix B, an evaluation time will be scheduled by each division chairperson sometime between the eleventh (11th) and thirteenth (13th) week of each semester, and the third (3rd) and fifth (5th) week of each term. For tenured faculty, all classes taught will only be evaluated during one of the two long semesters (either Fall or Winter). For untenured faculty, every course will be continuously evaluated until, or if, tenured status is attained. The chairperson or his/her designee will deliver to each instructor an evaluation packet containing the Student Course Evaluation Form and an Instructor Return Form with a return envelope. Each instructor will designate a student in every class who will be responsible for distributing, collecting, and signing the envelope when all evaluations are placed in the envelope and then delivering these to the scoring station. This evaluation will usually be scheduled for 30 minutes of the class period. The instructor will leave the room during the evaluation. At the conclusion of the evaluation time, the instructor will complete the Instructor Return Form and forward it to the chairperson.

b) The results of these evaluations will be used in toto and not on a selective basis.

5) Where appropriate and mutually agreed upon by the faculty member and the division chairperson, concurrent alternate instructional strategies will be developed to provide students some choice in learning pathways leading to achievement in order to individualize learning experiences to meet the needs of a heterogenous student population.

b. Professional Growth

This would include but not be limited to:

1) Graduate courses, degrees, certificates, etc.

2) Specialized seminars, conferences, conventions, etc.

3) Attendance/participation in professional organizations:

    a) Discipline

    b) Teaching Profession (NEA, NJEA, etc.)

4) Authorship

    a) Books

    b) Articles

    c) Miscellaneous

5) Consultations

6) Fellowships

7) Mid-Career Sabbaticals

8) Awards

9) Other

c. College and Community Contributions

These would include, but not be limited to:

1) Committee work as well as ad hoc and subcommittees thereof (e.g., IAC, ACC, Sabbatical, Motor Vehicles, Grading, General Education, Honors, Load Formula Review Committee, etc.).

2) Speakers' Bureau

3) High School Visitations (both external and internal)

4) Grants Writing, Directing, Completing

5) Program Development

6) College/Division Projects (e.g. Long-Range Planning, BCC Foundation, College Bowl, Management Forum, H.S. Science, etc.)

7) School Board Membership

8) Scouting

9) Athletic and recreational groups.

2. For the purposes of tenured staff evaluation, division chairpersons have the right to one classroom visitation during each semester/term. However, the division chairperson is not obligated to schedule a classroom visit if in his/her judgment, one is not warranted. The initiative for such classroomn visitations may come from the individual instructor or at the request of the chairperson. For the purposes of non-tenured staff evaluation, a second class visit may be scheduled. A standard form to be utilized by all division chairpersons for classroom visitations is found in Appendix C, Classroom Visitation Form (Pages A21 - A22). The chairperson and the faculty member shall mutually agree to the time and place of the scheduled visit. Faculty members shall be informed of the classroom visit at least two (2) weeks prior to the visit.

3. The division chairperson shall respond to the Annual Report no later than April 1.

4. As part of this response, and in conjunction with the appropriate follow-up, the faculty member and the division chairperson shall mutually agree upon the following:

   "A written statement of measureable objectives for the following year in the areas of professional responsiblities, professional growth, and college and community contributions."

B. Procedures for all faculty who receive less than a satisfactory evaluation shall be as follows:

   1. An interim written report concerning corrective measures of deficient areas to the chairpersons by SEPTEMBER 30.

   2. Procedures 2, 3, 4, and 7, of C. below.

C. Evaluation Schedule for First-Year Faculty:

1.	Establish objectives (current year)	SEPTEMBER 30
2.	Follow-up meeting to review progress	NOVEMBER 15
3.	Submission of material to Chairperson	JANUARY 15
4.	Chairperson responds	JANUARY 30
5.	New objectives established for next academic year	JANUARY 30
6.	Renewal/non-renewal notification	MARCH 15
7.	At least two additional observations during each term and semester if in the judgement of the division chairperson they are required.	TO BE SCHEDULED WITH PRIOR NOTICE GIVEN

D. A comprehensive matrix of dates is published in Appendix E (Pages A25 - A29) of this Agreement.

E. The home division chairperson of a faculty member who serves in two (2) or more divisions will be responsible for coordinating the evaluation of the faculty member. The division chairperson(s) of the other division(s) shall provide evaluation input to the home division chairperson for inclusion in the faculty member's evaluation.

ARTICLE XIX

PROMOTION PROCEDURES

I. General Provisions - Track I and Track II

A. All division chairpersons shall discuss eligibility and qualifications for promotion in academic rank with faculty who shall become eligible for promotion the following year during the course of completing annual evaluations. Preliminary plans for promotion under provisions of Track II shall also be discussed at this time, and it shall be the responsibility of the division chairpersons to advise promotion candidates throughout the remainder of the year.

B. The home division chairperson of a faculty member who serves in two (2) or more divisions will be responsible for coordinating the promotion evaluation of the faculty member. The division chairperson(s) of the other division(s) shall provide promotion evaluation input to the home division chairperson for inclusion in the faculty member's promotion evaluation.

II. Formal Application for Promotion Under the Guidelines for Track I or Track II Shall be Initiated as Follows:

A. Track I

1. Candidates for promotion in academic rank under the provisions of Track I shall submit appropriate credentials to their chairpersons by February 1st of any year.
The chairperson shall forward all applications to the Vice President and Dean of the College by February 15th, along with his/her recommendation.

2. The Vice-President and Dean of the College shall review all applications for promotion and make recommendations to the President by March 15th. The President shall notify the Vice President and Dean of the College of any unacceptable applications by April 1st. The Vice President and Dean of the College shall inform the recommending chairperson of this decision no later than April 15th. The applicant must be so informed in writing by May 1st, with specific suggestions for corrective work that will address the reasons for rejection.

3. Applications supported by the President shall be scheduled for consideration by the Board of Trustees at the regular meeting for the month of May. The decision of the Board shall be conveyed to the candidate by the President, in writing, immediately thereafter. Upon written request by the candidate, reasons for rejection by the Board shall be given in writing.

B. Track II

1. Candidates for promotion under the provisions of Track II shall present a plan to their chairpersons by February 1st. The chairperson shall forward the plan to the Vice President and Dean of the College by February 15 with his/her recommendations. If accepted by the Vice President and Dean of the College, he/she shall notify the recommending chairperson by March 15th. The applicant shall be notified by the chairperson immediately thereafter.

   If the plan is disapproved by the Vice President and Dean of the College, the candidate shall be given until April 15th to submit a revised plan correcting the deficiencies that led to disapproval.

2. Track II candidates shall present evidence of the completion of their plans for review by their chairpersons on February 1st of any year after the year in which the plan was first approved.

3. The chairperson's recommendations and the evidence submitted by the candidate will be forwarded to the Vice President and Dean of the College by February 15th. The Vice President and Dean of the College shall recommend to the President by March 15th. If disapproved, the President shall notify the Vice President and Dean of the College by April 1st. The Vice President and Dean of the College will then notify the recommending chairperson no later than April 15th, and the chairperson shall notify the unsuccessful candidate in writin by May 1st, with suggestions for corrective work.

4. Recommendations accepted by the President shall be scheduled for consideration by the Board of Trustees at the regular meeting of the month of May. The decision of the Board shall be conveyed to the candidate by the President, in writing, immediately thereafter. Upon written request by the candidate, reasons for rejection by the Board shall be given in writing.

III. Salary Increases for Promotion in Academic Rank

A. The following salary increases will be granted upon promotion in academic rank for the duration of this contract:

1.	Instructor to Assistant Professor	$700
2.	Assistant Professor to Associate Professor	$800
3.	Associate Professor to Professor	$900

B. When a promotion in rank is granted, the new academic year salary will be computed by adding any contracted increase and the promotional increase in that order.

ARTICLE XX

INSTRUCTIONAL WORKWEEK

A. The official College day and week is 8:00 a.m. to 10:30 p.m. Monday through Friday. Full-time unit members may receive assignments during this period. All assignments after 4:30 p.m. will be made with the prior consultation of the unit member. The College will make workload assignments after 4:30 p.m. with due regard to the individual's preference and seniority.

B. A reasonable effort will be made to assign work schedules in accordance with the following (exceptions to Paragraphs B and C may be made by mutual agreement of the parties):

1. The normal individual workday falls within an eight hour period
2. There will be no more than four (4) hours between the end of one class and the beginning of the next class
3. Where the instructor's schedule includes classes both before noon and after noon, at least one hour between 11:30 a.m. and 2:30 p.m. shall be unassigned unless there is mutual agreement to the contrary
4. No instructor shall teach more than three (3) consecutive class hours (165 minutes of instruction) unless there is mutual agreement to the contrary. In case of lab courses, the consecutive teaching time shall be four (4) consecutive class hours (220 minutes of instuction)
5. The individual schedule shall not include more than two (2) evenings per week unless the assignment of additional evening classes is needed in order for the unit member to make base load.

C. When an evening assignment is made part of the faculty member's teaching schedule, there must be at least eleven (11) hours between the end of that class and the beginning of the first class the next day.

ARTICLE XXI

OFFICE HOURS

A. Schedule

1. Each faculty member should schedule no fewer than five (5) hours per week during each semester/term of her/his normal base employment contract when she/he will be available for consultation with students. These office hours shall be in addition to the faculty member's scheduled classes and may not conflict with any College-wide functions at which her/his attendance is required.

2. During any other semester/term that the faculty member teaches, minimum office hours will be as follows:

Length of Semester/Term	Office Hours Per Week Per Course Section
6-7 weeks	1.50
10 weeks	1.00
14 weeks	0.75

a. Office hours for special semesters/terms will be prorated.

b. There will be no more than 3.75 office hours per week required.

B. Not later than the sixth (6th) workday (excluding Saturdays and Sundays) after the beginning of the Fall and Winter Semesters, and not later than the fifth (5th) workday (excluding Saturday and Sunday) after the beginning of the Spring and Summer Terms, a schedule of these hours will be posted on the faculty member's door and furnished to the clerical staff in her/his office area and to her/his Division Chairperson.

ARTICLE XXII

Student Registration and Academic Advising Duties for Teaching Faculty

A. Student Registration Duties

1. Faculty members may be assigned student registration duties during any semester/term in which the faculty member is under contract to work for the College.
2. Faculty who teach at the College during the summer term will not be required to perform registration duties during the subsequent fall semester.
3. Each faculty member will normally be required to work twelve (12) hours of registration duties each fiscal year. In the event that the College can provide adequate and proper registration coverage without having each faculty member work twelve (12) hours of registration duties per fiscal year, fewer hours may be assigned.
4. Faculty members may voluntarily work in excess of twelve (12) hours of registration duties per year without compensation in either base load or in overload.
5. If, in order to provide adequate and proper registration coverage, it is necessary for any faculty member to work in excess of twelve (12) hours of registration duties per year, such faculty members will be compensated for same in either base workload or for compensation in excess of base workload in accordance with the provisions of Article XXIX, Non-Teaching Duty Assignments, (Pages 80 - 83) utilizing the basic formula of fifteen (15) hours of work equaling one (1) load point.
6. Scheduling of registration duty assignments will be made as follows:
   a. A blank annual Divisional Registration Sign-Up List for the next fiscal year will be made available to faculty members by each division chairperson no later than three (3) weeks prior to the end of the winter semester (i.e. the final date on which grades must be submitted) of the preceeding fiscal year. Such lists will designate, where appropriate, specific academic area needs and specific registration periods.
   b. Each faculty member will indicate her/his preferred assignment schedule.

c. Division chairpersons will encourage faculty members to work cooperatively to ensure that all registration periods are covered.

d. Faculty members must indicate preferred schedule assignments on the Divisional Registration Sign-up List no later than one (1) week prior to the end of the winter semester. If a faculty member does not indicate a preference, the Division Chairperson will make an assignment for her/him.

e. Where scheduling conflicts occur which can not be resolved by the applicable division faculty members, assignments will be made by the division chairperson among the faculty members based upon seniority (seniority in this instance being defined as the date of employment as a faculty member at Burlington County College).

f. Actual registration schedules will be submitted to faculty members by the division chairpersons no later than the final day of the winter semester. Changes to the schedule may be made by the College if necessary to meet registration needs. Faculty members who desire changes, may request same of the division chairperson who will attempt to accommodate such requests.

7. Faculty responsibilities during registration will encompass a range of activities designed to facilitate the registration process for students. Such activities shall include but not be necessarily limited to the following:

   (a) Student Class Scheduling (General Matrix, Course Conflict Matrix, etc.)

   (b) Prerequisite screening

   (c) Catalog Interpretation

   (d) Explanation of Policies, Procedures, etc.

   (e) Problem resolution

   (f) Screening of students and referral to proper registration station

   (g) Academic Advising for general education requirements and for other areas in which the faculty member is knowledgeable

   (h) Discipline Placement Test Evaluation within a faculty member's discipline(s)

B. Academic Advising

1. Faculty members may be required to perform academic advising duties and/or attend training sessions for any and all College programs as part of their base workload or for compensation in excess of base workload in accordance with the provisions of Article XXIX, Non-Teaching Duty Assignments, (Pages 80 - 83), utilizing the basic formula of fifteen (15) hours of work equaling one (1) load point.
2. The College will require adequate training for faculty members assigned general academic advising duties as the College may deem appropriate.

ARTICLE XXIII

INSTRUCTIONAL LOAD FORMULA

A. Based on the formula detailed in Appendix A, the normal teaching load of a full-time faculty member under an eight (8) month contract during the 1984-87 contract period will be expressed in terms of eighty (80) points. Performance of this obligation will be discharged within the contract period specified on the individual's contract. Any alternative will comply with those specified herein.

B. Points are accumulated on the basis of values determined to apply to each of four factors: Preparation, Contact, Student Evaluation, plus Other Assignments, if applicable.

C. Faculty Load Analysis and Summary Sheets will become a part of the faculty member's Division Chairperson's file and will be submitted to such departments of the College as shall be necessary to establish and validate adequate records. (A copy shall be provided to the Faculty Association.)

D. In the event of a conflict of interpretation of load value between a faculty member and his/her Division Chairperson, each shall request the Load Formula Review Committee to review the load calculation in dispute and to decide on the correct interpretation.

The Load Formula Review Committee is a joint Faculty-Administration Committee made up of six (6) members. Membership shall consist of three (3) faculty members including the Chief Negotiator and two (2) faculty members appointed by the President of the Faculty Association and three (3) members of the administration, including the Director of Personnel Affairs/Chief Negotiator and two (2) Executive/Administrative staff members appointed by the Vice President and Dean of the College.

The Load Formula Review Committee shall:

(1) Review disputed load formula calculations of individual faculty members and determine load value.

(2) Review the Load Formula and make recommendations to the Negotiating Teams of the Administration and Faculty Association for inclusion in the next contract period.

(3) Review "Other Assignments" as indicated on the Faculty Load Analysis and Summary Sheet.

E. Work Assignments

1. The College will assign faculty base load in accordance with student needs and with the objective to provide a base load for each unit member.
2. To the extent possible taking into account scheduling constraints and enrollment patterns, Division Chairpersons will consult with faculty members concerning teaching assignments.
3. Such work assignments, where not needed to make base load, will be decided by mutual agreement of the faculty member and the Division Chairperson as indicated in Article XXIV, Assignment of Overload Courses (Pages 57 - 58).

F. Overload and Underload

1. Base load for a 15 week semester is defined as 40 points. Base load for a 7 week spring term or 6 week summer term is 20 points for faculty members whose individual base employment contract period includes spring term and/or summer term.

2. Overload may be earned by accumulation of points in excess of the base load for any semester or term in which the faculty member is contracted to work.

3. An overload of 8.25 points is guaranteed for each faculty member during her/his guaranteed supplemental semester/term if the faculty member desires it.

   a. A faculty member must inform his/her Division Chairperson by October 15 of his/her intention of working the 8.25 points to assure that courses will be available for him/her to teach.

   b. Assignment of courses and term to teach will be made in accordance with the provisions of Article XXIV, Assignment of Overload Courses, Section C (Pages 57 - 58).

   c. Notification to the faculty member of the guaranteed supplemental term/semester which the faculty member will be assigned shall be issued no later than March 1. Exceptions may be made upon mutual agreement of the faculty member and the College with prior written notification to the Chief Negotiator of the Faculty Association and the Director of Personnel Affairs/Chief Negotiator.

   d. The College will be responsible for payment of the value of 8.25 points to each faculty member who opts to work a guaranteed supplemental semester/term. If the initial preliminary load of a faculty member is less than 8.25 points in teaching and/or non-teaching duties, the College will either:

      (1) Offer the faculty member sufficient additional course section(s) and/or non-teaching duties to reach or exceed 8.25 points. If the assignment of another course section or other duties yields a load in excess of 8.25 points, the faculty member must either:

         - Work such additional points in order to receive payment for the 8.25 + points

. Reject the additional course section and/or other duties in which case she/he will receive compensation only for the points actually worked even though same are less than 8.25 points

- or -

(2) Not offer the faculty member sufficient additional course section(s) and/or other duties to reach 8.25 points in which case the faculty member will receive compensation for 8.25 points even though she/he is actually working less than 8.25 points.

4. Upon the mutual agreement of the College and a faculty member, points in excess of base load may be deferred from one semester or term to another semester or term with prior written notification to the Chief Negotiator of the Faculty Association and the Director of Personnel Affairs/Chief Negotiator.

5. Overload points are accumulated by application of the Load Formula as outlined in Appendix A of this Agreement.

   a. Accumulation of total load shall begin with a base representing all points applicable to non-teaching activities.

   b. To this base shall be added, in a sequence to be determined by the faculty member, the individual course point values as determined by use of the Faculty Load Analysis and Summary Sheet.

   c. If the total points thus accumulated exceed the semester or term basic point requirements as referenced in Paragraph 1, the faculty member shall be entitled to be paid for such excess point at the greater of the following:

1) The accumulated excess points multiplied by the faculty member's applicable Academic Rank rate as determined in Paragraph 6 herein, or

2) Course rate applicable to Senior Adjunct Faculty Member for full course loads above 40 for semesters or 20 for terms (for 10 month faculty or 8 month faculty working one semester and two terms as base individual employment contract period).

6. Overload shall be paid at the following rates for the time periods indicated:

Academic Rank		Full Value Rate		Rate Factor		7/01/84-4/30/85	5/01/85 6/30/87
Instructor	:	$180	x	0.75	=	$135	$135.00
Assistant Professor	:	198	x	0.75	=	148	148.50
Associate Professor	:	215	x	0.75	=	161	161.25
Professor	:	232	x	0.75	=	174	174.00

Please Note:

(1) The change in rates is due to an agreement to carry out to 2 decimal places the multiplication indicated in the above chart.

(2) Effective 5/1/85, overload payments will be carried out to 2 decimal places. Previously, overload payments were rounded-off to the nearest whole dollar.

(3) The 5/1/85 effective date was selected because overload payments had been calculated and paid according to the rounded-off rates and payments prior to the introduction for discussion of the concept of carrying figures out to 2 decimal places. The 5/1/85 effective date precludes the timely and costly recalculation of overload payments already determined and paid.

7. Payment of one-half of the earned overload shall be made on the first regular payroll date after mid-semester and the balance shall be paid on the first regular payroll date following submission of final grades.

8. To prevent underload, the College shall provide the faculty member with sufficient work so that she/he will earn not less than 40 points in each of the Fall and Winter Semesters and 20 points in the Spring and/or Summer Terms (for 10 month faculty or 8 month faculty working one semester and two terms as base individual employment contract period) as provided in individual contracts unless a deferral of points has been agreed to in accordance with Paragraph 4.

G. Part-Time Contracts

1. Tenured members shall be eligible to apply for part-time contracts of not less than 0.51 of a full load.

2. Applications must be received by the faculty member's division chairperson and the Vice President and Dean of the College a minimum of 45 days prior to the start of the first semester or term of the requested part-time contract. The Board of Trustees may approve or disapprove any such application. The decision of the College shall be final and binding.

3. Benefit program continuity shall be in accordance with the rules and regulations of the State Division of Pensions and individual carrier/provider rules and regulations.

4. Any load points earned in excess of the agreed upon partial base load will be compensated at the faculty member's normal overload rate (that is the rate at which the individual would have been paid for any overload points earned if the faculty member worked on a full-time basis).

5. The College shall be under no obligation to offer more load points than agreed to in the part-time contract.

H. Supplemental Term/Semester Assignments

1. When a term/semester is not part of a faculty member's regular eight (8) month or (10) month contract but constitutes her/his guaranteed supplemental term/semester and where such faculty member is offered and accepts a supplemental term/semester assignment, the load for such assignment shall be calculated under the same formula as indicated in Paragraph F6. If the faculty member is required by the College to teach in a supplemental term/semester, she/he shall be paid on a pro rata basis utilizing the following formula.

   8 month base salary rate ÷ 80 points = $ "X" per point x "Y" number of points = $ "Z" compensation

2. Faculty members who are offered and accept teaching assignments during a supplemental term/semester in a non-guaranteed supplemental term/semester shall be paid at the senior adjunct faculty member rate, established in the appropriate Board Policy.

3. The guaranteed supplemental term/semester for faculty members teaching ten (10) or fourteen (14) week combined spring-summer term courses shall be construed to consist of both terms for such courses only and shall be paid in accordance with the provisions of Paragraph 1. For purposes of determining compensation for additional courses which the faculty member may teach during a supplemental term, either the spring or summer term will be designated as the guaranteed supplemental term. Payment for other courses of work during that term will be in accordance with the provisions of Paragraph 1. During the non-guaranteed supplemental term/semester payment will be in accordance with the provisions of Paragraph 2.

4. The faculty member may choose in a guaranteed supplemental term/semester as most beneficial alternate, to be paid at the Senior Adjunct Faculty Member rate multiplied by the total semester credit hours course load (plus any excess contact hours) of this supplemental contract.

5. Total number of load formula points per course for Spring and Summer teaching shall be at the same rate as if the course were being taught during the 15-week Fall or Winter Semester. In the event fewer tests are being given during the Spring or Summer Terms, the point values for evaluation will be determined on a pro rata basis.

6. Payment of contract amounts due under these provisions shall be in accordance with the payroll calendar in effect for all personnel of the College.

I. Grievability

For the pupose of these calculations, no determination reached hereinder shall be grievable.

ARTICLE XXIV

ASSIGNMENT OF OVERLOAD COURSES

A. Overload assignments within the regularly scheduled College workweek shall be offered to qualified full-time faculty before any such offerings are made to other staff or non-full time employees.

B. Any such assignment will normally be restricted to the Division or Department to which the faculty member is normally assigned.

However, assignments in Divisions other than the faculty member's home division may be offered by the College at its discretion.

C. Assignments will be offered to faculty members in the following sequence:

First: To the faculty member with the most experience in teaching the course.

Note: Experience in teaching the course will be determined by the number of semesters and/or terms the faculty member has taught at least one section of the course. Semesters and terms are defined as the normal academic year components consisting of the Fall and Winter Semesters and Spring and Summer Terms indicated in the official College Calendar. Further, semesters and terms shall be construed to include authorized special semesters and/or terms not concurrent with regular semesters and terms.

Second: To the faculty member with the most seniority.

Third: To the faculty member with the most academic preparation.

Fourth: To the faculty member with the highest academic rank.

Fifth: In the event 1, 2, 3, 4 are equal, then, the contenders will draw lots to determine which one receives the assignment.

D. The College is under no obligation to offer overload course assignments if such assignments would result in an individual load in excess of fifty-four (54) points.

E. Authority to approve a load in excess of fifty-four (54) points will require the prior permission of the Vice President and Dean of the College or her/his designee. The adjudicaton of these decisions rests solely with the Vice President and Dean of the College or his/her designee.

F. Final load forms must receive administrative approval no later than the fifteenth day of class.

G. Such administrative approval will determine the amount of money to be paid in excess of base salary.

H. No unit member shall be permitted to accumulate a load in excess of forty-four (44) points until all qualified full-time faculty in his/her subject field desiring overload teaching have been offered at least one overload course section.

ARTICLE XXV

SUPPLEMENTAL SEMESTER AND TERM ASSIGNMENTS

A. There will be two types of supplemental semester and term assignments as follows:

1. Guaranteed in accordance with the provisions of Article XXIII, Instructional Load Formula, Section H (Page 55).
2. Non-guaranteed.

B. The College will issue a separate individual employment contract to any faculty member who works during a term or semester which is not part of her/his normal base employment contract period in accordance with the provisions of Article V, Contract Content (Page 8).

C. The availability of assignments for faculty members who want to work during a non-guaranteed semester/term will be made known when the semester/term schedule is finalized. Specific and final assignments will be made based upon course enrollments.

D. Available course sections will be offered to faculty members in either a guaranteed or non-guaranteed supplemental semester/term in accordance with the sequence indicated in Article XXIV, Assignment of Overload Courses, Section C (Pages 57 - 58). Course sections will be offered to faculty members who want to work during a non-guaranteed supplemental semester/term only after faculty working during guaranteed supplemental semesters/terms have received a minimum of 8.25 load points.

E. The College is under no further obligation to assign supplemental semester/term course sections to unit members who receive two course section assignments.

F. No unit member shall be permitted to teach more than one (1) course section (8.25 points minimum) during a supplemental semester/term unless all qualified full-time unit members in her/his subject field desiring supplemental teaching have been offered at least one (1) course section during that term.

G. Supplemental term assignments shall be offered to qualified full-time faculty before any such offerings are made to other staff or non full-time employees.

H. Other Supplemental Employment

1. Supplemental employment covering periods other than a semester or term may be offered to unit members at any time that anticipated need is identified. Compensation for such supplementary employment shall be on an overload basis with one point equaling fifteen (15) hours of work. Thus, the number of hours of work will be divided by 15 to determine the number of load points which will be paid in accordance with the provisions of Article XXIII, Instructional Load Formula, Section F6 (Page 53).
2. Unit members shall have the right to accept or reject such offers of supplementary employment provided that such decision must be made and communicated to the applicable supervisor no later than one week after such employment is offered.

ARTICLE XXVI

NURSING FACULTY WORKLOAD

A. Contract Configurations:

Nursing faculty members will be assigned to one of the following contract configurations based upon the needs of the institution and the Nursing Program, course offerings, student enrollment and other relevant factors:

Contract Duration	Possible Configuration and Base Points Alternative Number	Fall	Winter	Spring	Summer	Total
8 Month	1:	40	40	-	-	80
	2:	40	-	20	20	80
	3:	-	40	20	20	80
10 Month	1:	40	40	20	-	100
	2:	40	40	-	20	100

B. Supplemental Term/Semester Assignments

Contract Duration	Assignment Provision
8 Month	Same as other 8 Month Instructional Faculty
10 Month	Guarantee of opportunity to work 8.25 points during the term (Spring or Summer) which is not part of the faculty member's base employment contract period.

C. In general, determination of nursing faculty member workloads will follow the provisions of this Collective Agreement pertaining to the general instructional load formula including the following Articles as well as other relevant provisions:

1. Article XXIII, Instructional Load Formula (Pages 49 - 56)
2. Appendix A Instructional Workload Formula (Pages A1 - A18)
3. Article XXIV, Assignment of Overload Courses (Pages 57 - 58)
4. Article XXV, Supplemental Semester and Term Assignments (Pages 59 - 60)

D. Nursing Faculty Workload Components Following the Provisions of the General Instructional Load Formula

1. Student Contact
2. Preparation
3. Student Evaluation Factors

E. Factors Unique to Nursing Workload Formula

1. Patient Assignment Research Load Points

    a. Definition: Time spent by nursing faculty members reviewing patient records and assigning students to patients for clinical experience. This includes assessment and research on each assigned patient. It frequently involves research and review of textbooks and other materials outside of the hospital so that the faculty member is knowledgeable concerning the patient's medical and nursing diagnosis, procedures indicated on patient records, and nursing care involved.
    These activities and time spent on them are in addition to normal course preparation activities and time which all faculty members (including nursing faculty members) spend.

b. Load Point Determination:

Number of Hours Per Week of Student Clinical Experience Supervision	Number of Patient Assessment Review Hours Per Week Awarded for Each Student Clinical Experience Subsection	Number of Load Points Awarded Per Subsection Per Semester
1-6 hours	2	2
7-12 hours	3	3
13-18 hours	4	4

2. Preparation Load Points for Student Clinical Experience Supervision

Such points will be calculated on the basis of one (1) preparation point for each hour per week per semester spent in clinical instruction. (Fifteen hours of workload equals one (1) load point.) For example, a faculty member who spends two (2) hours per week for fifteen weeks will receive 2 load points.

3. Student Evaluation Load Points for Clinical Sections

Such points shall be counted over and above the evaluation factor for the lecture and laboratory portion of the course."

4. Interdisciplinary Teaching

All nursing faculty members teaching a nursing course from an interdisciplinary point of view (i.e. multiple nursing specialities integrated within a course) with one or more other faculty members shall receive one (1) load point for each such course per semester or term as recognition of time and effort spent in the weekly meetings necessary to smoothly conduct such courses.

5. Other Professional Activities

Professional duties and activities may be assigned to nursing faculty members if necessary to make base loads. Such duties and activities could also be assigned on an overload basis.

Representative Activities Include:

- Work toward program accreditation
- Curriculum development
- Student advising
- Other professional duties, activities, and assignments

In determining the number of load points assigned for such duties, fifteen (15) hours of such work will equal one (1) load point.

ARTICLE XXVII

COUNSELOR WORKLOAD

Eight (8) Month Counselors

1. The full-time load of an eight (8) month counselor will be as follows:

Load Components

Time Period	Teaching	Counseling Appointments	Flexible Duties and/or Special Project(s)	Total
Fall Semester	As assigned	18 Minimum *	As assigned	40 points (600 hrs.)
Winter Semester	As assigned	18 Minimum *	As assigned	40 points (600 hrs.)

One (1) point is generally equivalent to fifteen (15) hours per semester or term.

* May be assigned less than minimum if a counselor is a regular member of a College Skills Teaching/Counseling Team. In some situations, no counseling appointment hours may be assigned.

2. Points will be assigned in accordance with the following guidelines:

   a. In accumulating these points, teaching points will be counted first.

      (1) Teaching points will be calculated using the general faculty load formula as indicated in in Article XXIII, Instructional Load Formula (Pages 49 - 56).

      (2) At least one (1) DSD Course Section will be offered to each full-time 8 month counselor during the Fall Semester and at least one course section during the Winter Semester.

(3) If enrollment is insufficient, points which would have otherwise constituted a teaching load will be assigned from the duties designated in Paragraph b (2) and/or a special project(s). Any such assignments will be made by the Associate Dean of Student Development in consultation with the individual counselor.

b. The remainder, if any, of the 8 month counselor workload per semester will consist of other points assigned by the Associate Dean of Student Development in accordance with the following guidelines:

(1) Counseling appointments

- The minimum number of scheduled counseling appointment hours for each 8 month counselor for each week that classes are in session will be as indicated in Paragraph 1.

- If counselees do not schedule or keep their appointments with any given counselor(s), that counselor(s) will be available as "back-up" to the counselor(s) assigned to handle "walk-in" counselees.

- Any counselor assigned as a regular member of a College Skills Teaching/ Counseling Team may be assigned less than eighteen (18) counseling appointment hours. In some situations, no counseling appointment hours may be assigned. The assignment of the remaining points and their distribution between counseling appointments and the flexible duties will be made by the Associate Dean of Student Development in consultation with the individual counselor.

(2) Flexible Assignments Adjustable According to Student and Institutional Needs During Any Particular Period

- Examples of activities included in this category are as follows:
  - Specialized staff/team meetings (Please note that points are not assigned for attendance at Student Development staff meetings in accordance with the provisions of Article XV, Attendance at College Meetings and Activities, Pargaraph A, (Page 32).
  - Academic Division meetings attended by counselors in divisional liaison capacities
  - Committee and council meetings
  - Registration
  - Walk-in counseling
  - Transfer counseling articulation; visitations
  - Other professional duties
- Counselors working in speciality areas (e.g. transfer, career, cooperative education) may have points assigned within this category consistent with stipulated speciality duties and responsibilities. Any such assignments will be made by the Associate Dean of Student Development in consultation with the individual counselor.

3. Overload may be compensated by any one of the following means (Please note that the method appropriate for any given situation will be applied and that in no case will a counselor be compensated twice for the same thing):

   a. Points in excess of 40 points per semester will be paid on an overload basis as indicated in Paragraph F6 of Article XXIII, Instructional Load Formula (Page 53).

b. Hours in excess of 600 hours per semester will be paid on an overtime basis at the rate of one and one-half (1.5x) the 8 month counselor's hourly rate.

Please Note: The formula utilized in calculating the hourly rate of an eight (8) month counselor will be as follows:

- 8 month salary rate ÷ 8 months = monthly rate
- Monthly rate X 10 months = 10 month rate
- 10 Month rate ÷ 1365 hours (182 days x 7.5 hours per day) = hourly rate.

This formula is derived from the provision of the Collective Agreement for 1982-84 which indicated that 182 days comprised the ten (10) month academic year which was considered as the normal base employment period for most faculty members.

c. With the mutual agreement of the 8 month counselor and the Associate Dean of Student Development, the 8 month counselor may take compensatory time off in lieu of receiving overload payment.

4. Each 8 month counselor will be guaranteed 8.25 points in either the Spring or Summer Term under the same terms as other faculty members as indicated in Article XXV, Supplemental Semester and Term Assignments (Pages 59 - 60).

Twelve (12) Month Generalist Counselors

1. The full-time load of a 12 month Counselor will be as follows:

	Load Components			
Time Period	Teaching	Counseling Appointments (Minimum Hours Per Week)	Flexible Duties	Total
. Fall semester	One (1) DSD Course Section as assigned	15	As assigned	37.5 points (562.5 hrs.)
. Winter semester	One (1) DSD Course Section as assigned	15	As assigned	37.5 points(562.5 hrs.)
. Spring term	One (1) DSD Course Section as assigned	15	As assigned	18.75 points (281.25 hrs.)
. Summer term	-	15	As assigned	18.75 points (281.25 hrs.)
. Breaks between semesters and/or terms				37.5 hours per week

One (1) point is generally equivalent to fifteen (15) hours per semester or term.

2. Points will be assigned in accordance with the following guidelines:
   a. Teaching

   (1) Teaching points per course section taught will be as follows:

	Point Assignment		
No. Credits of Course	Teaching Points	Office Hour Points	Total Points
3	9.0	1.5	10.5
2	6.0	1.0	7.0
1	3.0	0.5	3.5

(2) One (1) DSD Course Section will be offered to each full- time 12 month generalist counselor during the Fall Semester; one (1) course section during the Winter Semester; and one (1) course section during the Spring Term.

(3) If enrollment is insufficient, points which would have otherwise constituted a teaching load will be assigned from the duties designated in Paragraph b (2) and/or a special project(s). Any such assignments will be made by the Associate Dean of Student Development in consultation with the individual counselor.

b. The remainder of the 12 month counselor workload will consist of other points assigned by the Associate Dean of Student Development in accordance with the following guidelines:

(1) Counseling Appointments

- The minimum number of scheduled counseling appointment hours for each 12 month generalist counselor for each week that classes are in session will be as indicated in Paragraph 1.
- If counselees do not schedule or keep their appointments with any given counselor(s), that counselor(s) will be available as "back-up" to the counselor(s) assigned to handle "walk-in" counselees.

(2) Flexible assignments adjustable according to student and institutional needs during any particular period will be made by the Associate Dean of Student Development in consultation with the individual 12 month generalist counselor.

- One (1) point is generally equivalent to fifteen (15) hours per semester or term.
- Examples of activities included in this category are as follows:

  - Specialized staff/team meetings (Please note that points are not assigned for attendance at Student Development staff meetings in accordance with the provisions of Article XV, Attendance at College Meetings and Activities, Paragraph A, (Page 32).
  - Academic Division meetings attended by counselors in divisional liaison capacities
  - Committee and council meetings
  - Registration
  - Walk-in counseling
  - Pre-enrollment counseling
  - Transfer counseling articulation; visitations
  - Other professional duties

- Counselors working in speciality areas (e.g. transfer, career, cooperative education) may have points assigned within this category consistent with stipulated speciality duties and responsibilities. Any such assignments will be made by the Associate Dean of Student Development in consultation with the individual counselor.

3. During the spring and summer periods, assignments to any individual counselor in excess of four (4) pre-enrollment groups per week may be made by the Associate Dean of Student Development in consultation with the individual counselor.

4. Overload may be compensated by any one of the following means (please note that the method appropriate for any given situation will be applied and that in no case will a counselor be compensated twice for the same thing):

   a. Points in excess of 37.5 points per semester (18.75 points per term) will be paid on an overload basis as indicated in Paragraph F6 of Article XXIII, Instructional Load Formula (Page 53).

   b. Any 12 month counselor who works in excess of 37.5 hours per week shall be compensated at the 12 month counselor's straight (1.0x) time hourly rate for hours from 37.5 through 40 and at one and one half (1.5x) the 12 month counselor's hourly rate for hours in excess of 40.

      Please Note: The formula utilized in calculating the hourly rate of a twelve (12) month counselor will be as follows:

      - 12 month salary rate ÷ 12 months = monthly rate
      - Monthly rate X 10 months = 10 month rate
      - 10 month rate ÷ 1365 hours (182 days X 7.5 hours per day) = hourly rate

      This formula is derived from the provision of the Collective Agreement for 1982-84 which indicated that 182 days comprised the ten (10) month academic year which was considered as the normal base employment period for most faculty members.

   c. With the mutual agreement of the 12 month counselor and the Associate Dean of Student Development, the 12 month counselor may take compensatory time off in lieu of receiving overtime payment.

Twelve (12) Month Student Affairs Counselor

1. The full-time load of the 12 Month Student Affair Counselor will be as follows:

Load Components

Time Period	Teaching	Counseling Appointments (Minimum hours per week)	Flexible Duties	Student Affairs Duties	Orientation	Total
. Fall Semester	One (1)DSD Course Section as assigned	3	As assigned	As assigned (Generally 19-22)	As assigned (Generally 5)	37.5 points (562.5 hours)
. Winter Semester	One (1)DSD Course Section as assigned	3 3	As assigned As assigned	As assigned (Generally 19-22)	As assigned (Generally 5)	37.5 points (562.5 hours)
. Spring term	One (1)DSD Course Section as Assigned	3	As assigned	As assigned (Generally 9)	As assigned (Generally 5)	18.75 points (281.25 hours)
. Summer term	-	3	As assigned	As assigned (Generally 4)	As assigned (Generally 9)	18.75 points (281.25 hours)
. Breaks between semesters and/or terms						37.5 hours per week

One (1) point is generally equivalent to fifteen (15) hours per semester or term.

2. Points will be assigned in accordance with the following guidelines:

a. Teaching

(1) Teaching points per course section taught will be assigned as follows:

	Point Assignment		
No. Credits of Course	Teaching Points	Office Hour Points	Total Points
3	9.0	1.5	10.5
2	6.0	1.0	7.0
1	3.0	0.5	3.5

(2) One (1) DSD course section will be offered to each full-time 12 month Student Affairs Counselor during the Fall Semester; one (1) course section during the Winter Semester; and one (1) course section during the Spring Term.

(3) If enrollment is insufficient, points which would have otherwise constituted a teaching load will be assigned from the duties designated in Paragraph b (1), (2), (3) and/or a special project(s). Any such assignments will be made by the Associate Dean of Student Development in consultation with the individual counselor.

b. The remainder of the 12 month Student Affairs Counselor workload will consist of other points assigned by the Associate Dean of Student Development in accordance with the following guidelines:

(1) Counseling Appointments

- The minimum number of scheduled counseling appointment hours for each 12 month Student Affairs Counselor for each week that classes are in session will be as indicated in Paragraph 1.
- If counselees do not schedule or keep their appointments with any given counselor(s), that counselor(s) will be availble as "back-up" to the counselor(s) assigned to handle "walk-in" counselees.

(2) Student Affairs Duties

Representative activities included in this category are as follows:

- Student Affairs Office Coordination
- Gameroom Coordination
- Student Handbook/Calendar Production
- Student Newsletter Production
- Student Senate Advisement
- Other related duties

(3) Flexible assignments adjustable according to student and institutional needs during any particular period will be made by the Associate Dean of Student Development in consultation with the 12 Month Student Affairs Counselor.

- One point is generally equivalent to fifteen (15) hours per semester or term.

3. Overload may be compensated by any one of the following means (please note that the method appropriate for any given situation will be applied and that in no case will a counselor be compensated twice for the same thing):

   a. Points in excess of 37.5 points per semester (18.75 points per term) will be paid on an overload basis as indicated in Paragraph F6 of Article XXIII, Instructional Load Formula (Page 53).

   b. Any 12 month counselor who works in excess of 37.5 hours per week shall be compensated at the 12 month counselor's straight (1.0x) time hourly rate for hours from 37.5 through 40 and at one and one half (1.5x) the 12 month counselor's hourly rate for hours in excess of 40.

   Please Note: The formula utilized in calculating the hourly rate of a twelve (12) month counselor will be as follows:

   - 12 Month salary rate ÷ 12 months = monthly rate
   - Monthly rate x 10 months = 10 month rate
   - 10 Month rate ÷ 1365 hours (182 days x 7.5 hours per day) = hourly rate.

This formula is derived from the provisions of the Collective Agreement for 1982-84 which indicated that 182 days comprised the ten (10) month academic year which was considered as the normal base employment period for most faculty members.

   c. With the mutual agreement of the 12 month counselor and the Associate Dean of Student Development, the 12 month counselor may take compensatory time off in lieu of receiving overtime payment.

ARTICLE XXVIII

LIBRARIAN WORKLOAD

Twelve (12) Month Librarians

A. Twelve (12) month librarians will work thirty-seven and one-half (37.5) hours per week.

B. A twelve (12) month librarian's weekly workload will consist of professional duties assigned by the Director Library Services/Supervisor of College Evening Administration.

C. Overtime

1. Any 12 month librarian who works in excess of 37.5 hours per week shall be compensated at the 12 month librarian's straight (1.0x) time hourly rate for hours from 37.5 through 40 and at one and one half (1.5x) the 12 month librarian's hourly rate for hours in excess of 40.

2. With the mutual agreement of the 12 month librarian and the Director of Library Services/ Supervisor of College Evening Administration, the 12 month librarian may take compensatory time off in lieu of receiving overtime payment.

D. Payment for Teaching

1. Teaching as part of base workload

a. Teaching hours will be counted first in accumulating the 37.5 hour per week base work load.

b. Those hours will be equated to teaching points using a conversion factor of one teaching point equaling fifteen (15) hours per semester or term and these points will be calculated using the general faculty load formula as indicated in Article XXIII, Instructional Load Formula (Pages 49 - 56).

2. Teaching not as part of base workload

a. If the 12 month librarian works 37.5 hours per week performing professional duties (other than teaching) as indicated in Section B and in addition teaches one or more course sections, teaching load points will be assigned and compensation for such teaching duties shall be on an overload basis.

b. Compensation for such duties shall be in accordance with the provisions of Article XXIII, Instructional Load Formula (Pages 49 - 56) and Article XXIV, Assignment of Overload Courses (Pages 57 - 58).

ARTICLE XXIX

NON-TEACHING DUTY ASSIGNMENTS

A. Non-Teaching Duty Assignment

Faculty members may accept non-teaching duty assignments in order to make base workload or for overload compensation.

B. No Obligation to Assign Duties

The College is under no obligation to assign any of the non-teaching duty assignments indicated in Paragraph E.

C. Change in Number of Points

It is the intent of this contract that the number of points and/or salary ranges assigned to any non-teaching duty shall remain intact. If a need to change duties is required, the College can change the number of points or salary range assigned to each non-teaching duty. Any such changes will not be made effective during the course of any semester/term during which a faculty member is already performing such duties but rather the change would be effective at the beginning of the next semester/term that the duty is assigned. Notification of any such changes in point assignments or salary ranges will be reviewed with the Load Formula Review Committee before final decisions are made. A minimum of thirty (30) calendar days notice prior to the start of the new semester/term of a final decision of any change must be provided in writing to the faculty member.

D. Formula for Determining Number of Points Assigned to Any Non-Teaching Duty

$$\frac{\text{Number of Hours Assigned to the Duty by the College}}{\text{15 hours per point}} = \text{Number of Points}$$

E. Non-Teaching Duty Assignment List

Coordination

Program Title	Number of Points (Note: Points are on a per semester basis unless otherwise indicated)
Liberal Arts	12
Reading	3
Art	3
Artist Series	12 points per year
Theatre	3
Music	4
College Skills	12
Honors	3
Foreign Language/English as a Second Language (ESL)	3
International Student Advisor	5 - 10 points per year
Theatre Technical Director	8
Artist Series Technical Director	4
English	12
Division of Business Studies Adjunct Faculty Coordination	5-10
Hospitality Management	12
Real Estate	3
Insurance	3
Transportation	4
Microcomputer	4

Biology	6
Chemistry	6
Electronics (Primary Responsibility)	6
Electronics (Secondary Responsibility)	1
Medical Laboratory Technician	6
Physical Sciences/Geography	1
Engineering/Architecture/Drafting & Design Technology	6
Mathematics	12
Health & Physical Education	3
Health Education	1
Acquatics & Pool	5
Intramurals	5
Recreation	6

Other Activities

Title	Salary Range
Newspaper Advisor	$1000 - $2000 per semester
Phi Theta Kappa Advisor	500 - 1000 per semester
Literary Magazine Sponsor	400 per year
Theatre Sponsor	1500 - 3000 per year
Athletic Trainer	1500 - 3000 per year

Note: Formula for converting activity salary to load points if load points are to be part of base load

$$\frac{\text{Activity Salary per Semester}}{\text{Faculty member's base salary rate per semester}} = \%\text{ of Base Workload X 40 points} = \text{Number of Points}$$

F. Grievability

The provisions of this Article shall not be grievable.

ARTICLE XXX

COACHING ASSIGNMENTS

A. Coaching Duty Assignment

Faculty members may accept coaching assignments in order to make base workload or for overload compensation.

B. No Obligation to Assign Duties

The College is under no obligation to assign any of the coaching duty assignments indicated in Paragraph F.

C. Change in Salary Range

It is the intent of this contract that the salary ranges assigned to any coaching duty shall remain intact. If a need to change duties is required, the College can change the salary range assigned to each coaching duty. Any such changes will not be made effective during the course of any semester/term during which a faculty member is already performing such duties but rather the change would be effective at the beginning of the next semester/term that the duty is assigned. Notification of any such changes in salary ranges will be reviewed with the Load Formula Review Committee before final decisions are made. A minimum of thirty (30) calendar days notice prior to the start of the new semester/term of a final decision of any change must be provided in writing to the faculty member.

D. Formula for Converting Coaching Salary to Load Points

$$\frac{\text{Coaching Salary}}{\text{Faculty member's base salary rate Per Semester}} = \text{\% of Base Workload X 40 points} = \text{Number of Points}$$

E. Coaching Duty Assignment List

Sport	Title	Salary Range Per Season		
Baseball	Head Coach	$1500	-	$3000
Basketball	Head Coach	1500	-	3000
Soccer	Head Coach	1500	-	3000
Softball	Head Coach	1500	-	3000
Swimming	Head Coach	1500	-	3000
Cheerleading	Head Coach	1000	-	2000
Cross Country	Head Coach	1000	-	2000
Tennis	Head Coach	1000	-	2000
Volleyball	Head Coach	1000	-	2000
Table Tennis	Sponsor			250

F. Assistant Coaches

An assistant coach, when appointed by the College, shall be compensated at a salary rate not exceeding 50% of that paid the Head Coach of that sport.

G. Salary Increase

At the commencement of a sixth coaching contract, a coach who has completed five (5) years of coaching at the College will receive a ten (10%) increase on her/his coaching salary. This will continue to be in effect in multiples of five (5) years of service (i.e. 11th year, 16th year, etc.)

H. Salary Payment

The payment of all coaching salaries will be in accordance with normal College procedures and on regularly scheduled pay dates.

I. Grievability

The provisions of this Article shall not be grievable.

ARTICLE XXXI

SALARY INCREASES AND SALARY RANGE MAXIMUMS

A. Increases in Base Annual Salary Rate

1. 1984-85

   a. Eight (8) and Ten (10) Month Faculty

      - Effective August 27, 1984 a salary increase of 2.00% of each faculty member's 1983-84 base salary rate

      - Effective midpoint of faculty member's base salary payment option of individual employment contract, a salary increase of 3.00% of each faculty's member's salary rate effective August 27, 1984.

   b. Twelve (12) Month Faculty

      Effective July 1, 1984, a salary increase of 5:00% of each faculty member's 1983-84 base salary rate.

2. 1985-86

   Effective first day of each faculty member's base employment contract period, a salary increase of 8.00% of each faculty member's 1984-85 base salary rate

3. 1986-87

   Effective first day of each faculty member's base employment contract period, a salary increase of 6.00% of each faculty member's 1985-86 base salary rate.

B. In order to be eligible to receive the increase(s), an employee must have been on the active payroll of the College, receiving payment from the College as of the midpoint of the preceding year as follows:

Increase Year	Must be on Active Payroll as of Midpoint of Year Indicated Below
1984-85	1983-84
1985-86	1984-85
1986-87	1985-86

Eight (8) month salary range maximums shall be as follows:

Academic Rank	1984-85	1985-86	1986-87
Instructor	$24,731	$26,709	$28,312
Assistant Professor	29,147	31,479	33,368
Associate Professor	34,447	37,203	39,435
Professor	39,746	42,926	45,502

D. All salary increases shall be upon the recommendation of the President based on satisfactory evaluation as indicated in Article XVIII, Evaluation Procedures (Pages 35 - 40).

ARTICLE XXXII

TUITION REIMBURSEMENT

Unit members on the full-time staff may receive refund of graduate course tuition. $10,000 will be set aside for each fiscal year covered by this Collective Agreement.

A. Courses must be:

1. Part of an accredited graduate or terminal degree program relevant (as determined by the College) to the employee's current teaching (or as appropriate counseling or librarian) assignment

- or -

2. Selected graduate level courses relevant (as determined by the College) to the employee's current teaching (or, as appropriate, counseling or librarian) assignment

- or -

3. Part of a Retraining Program approved in accordance with the provisions of Article X, Faculty Retraining For Faculty Positions (Pages 13 - 16).

B. A conference will be scheduled by the faculty member with his/her division chairperson prior to enrollment in any course. At that conference, the faculty member will present in writing, the course choices he/she wishes to select. The division chairperson will approve, disapprove or modify these course selections. Only courses which have the division chairperson's prior written approval will be eligible to receive subsequent reimbursement.

C. Undergraduate level courses, when required as pre-requisites or are part of a graduate or terminal level program, shall also qualify under the same conditions as specified in Paragraph B above.

D. Once an approval is made at the division level, copies of all documents must be filed immediately with the Office of the Vice President and Dean of the College. Concurrence by the Vice President and Dean of the College is required before eligibility of tuition reimbursement is established.

E. Refunds for tuition reimbursement will not exceed $600 per fiscal year for any individual except as provided in Paragraph G. Upon successful completion (a passing grade), the unit member must apply for his/her refund by submitting proof of payment and a grade transcript.

F. Doctoral Program and Study Under A Master

1. Mentoring, dissertaton advisement and related course fees required of personnel completing doctoral programs will be eligible for refunds under the same qualifications and restrictions as for course work described herein. In addition, other items which are peculiar to doctoral work may be reimbursed under certain conditions. These would include but not be limited to:

   a. Travel to remote sites for the purpose of research
   b. Dissertation typing and binding
   c. Computer use.

   The other items listed above and similar items must be documented as to their relevancy by a letter from the dissertation committee chairperson or department chairperson of the degree-granting institution and accompanied by appropriate receipts.

2. Faculty in the fields of music and art may find it necessary to engage in advanced study with recognized masters who may not be employed by a university. In order to validate the credentials of such individuals, it will be necessary to submit their credentials and resumes prior to receiving approval to engage in study. The College reserves the right to make the final decision in approving such programs of study.

3. Reimbursement will not exceed $600 per fiscal year for activities described in Paragraphs 1 and 2 above, and will not exceed a total of $1,800 or a total of three years duration.

G. Applicaton and Disbursement Procedures for Tuition Reimbursement

1. The employee shall complete and submit to her/his immediate administrative supervisor a "Request for Approval of Tuition Reimbursement Eligibility Form" (Appendix D) which can be obtained from individual departmental offices.

2. Any forms approved by the employee's immediate administrative supervisor will be sumitted for approval to the Vice President and Dean of the College through any intermediate supervisors. Concurrence of course selection by the Vice President and Dean of the College is necessary. The employee will be notifed in writing by way of a signed copy of the approval form referenced hereinbefore of the final decision of the College to approve or disapprove the employee's request for potential tuition reimbursement. This form will not serve to encumber any refunds but rather indicates only that the College does or does not consider the requested course(s) as eligible for reimbursement in accordance with the provisions of this article as stated hereinafter.

3. Schedule for Submission and Consideration of "Request for Approval of Tuition Reimbursement Eligibility Forms"

   a. General Information

      (1) Request forms may be submitted at anytime.

      (2) All requests submitted will be considered.

4. Application for Tuition Reimbursement

   a. General

      (1) Application materials for tuition reimbursement shall consist of the following documents:

         - Copy of approved "Request for Approval of Tuition Reimbursement Eligibility Form"
         - Official copy of transcript indicating a passing grade(s) for the course(s)
         - Proof of payment by the employee for the course(s); such proof must be acceptable to the College.

      (2) The application materials must be submitted by the employee to her/his immediate administrative supervisor. Assuming that the materials are complete and valid, the supervisor will forward them to the Personnel Department for final processing.

(3) Payment for appropriate tuition reinmbursement will be made by a College accounts payable (as opposed to payroll) check.

(4) Application materials received by the Personnel Department after the due dates specified hereinafter will be returned to the faculty member with a memorandum indicating that they were received too late and will not be considered for reimbursement by the College at anytime.

(5) Incomplete ("I") Grades

An employee may submit application materials for course(s) in which an "I" grade was assigned if the grade is changed from "I" to a passing grade within the next 6 month period (as defined hereinafter) following that in which the course was actually taken and completed. Application materials must include copies of transcripts initially showing grade of "I" and subsequently a passing grade.

b. Schedule for Submission and Consideration of Application Materials for Tuition Reimbursement

(1) For courses taken and completed during the period of July 1 through January 31:

All application materials must be submitted through the immedite administrative supervisor to the Personnel Department no later than the final College working day in February.

(2) For courses taken and completed during the period of February 1 through June 30:

All application materials must be submitted through the immediate administrative supervisor to the Personnel Department no later than the final College working day in August.

5. Disposition of Any Funds Remaining at the End of the Fiscal Year

a. If the balance of unexpended funds is sufficient, any employee who has not been fully reimbursed for all tuition actually paid and documented to the College will be reimbursed for such additional tuition costs in excess of those already paid by the College. However, no employee shall receive more than the total amount actually expended for tuition. If any funds remain following the reimbursement described hereinbefore, such monies may be carried forward to any tuition reimbursement fund which may be established in subsequent collective agreements.

b. If the balance of unexpended funds is insufficient to reimburse employees for all tuition actually paid and documented to the College, the unexpended funds will be prorated among all such employees as follows:

(1) The total amount of unexpended funds will be divided by the total amount of the remaining requests for tuition reimbursement to determine a percentage.

(2) This percentage will then be applied to the amount requested by each employee and each employee will receive the prorated amount so calculated.

Example:

$$\frac{\$300\ (\text{Unexpended funds})}{\$600\ (\text{Requested funds})} = 0.50 = 50\%$$

Faculty Member	Amount Not Reimbursed	X	Prorata Factor	=	Amount to be Reimbursed
Adams	$100		0.50		$ 50
Jones	200		0.50		100
Smith	50		0.50		25
Williams	150		0.50		75
Totals	$500		0.50		$250

ARTICLE XXXIII

TUITION AND SPECIFIED FEE WAIVER FOR ATTENDANCE AT BURLINGTON COUNTY COLLEGE

A. Personal Attendance by Faculty Member

Faculty members will be permitted to take any courses offered by Burlington County College without tuition or general laboratory fee charges.

B. Family Attendance

1. The spouse and dependents (as defined under the provisions of the Internal Revenue Service Code) of faculty members will be permitted to take courses at the College without tuition or general or laboratory fee charges.

2. The faculty member shall, upon request of the College Administration, furnish the College Administration with suitable documentaton to demonstrate a claim of dependency.

ARTICLE XXXIV

HEALTH BENEFIT PLANS, DENTAL INSURANCE AND RETIREMENT/LIFE INSURANCE PROGRAMS

A. Health Care Insurance

1. Under the conditions and regulations stipulated by the New Jersey State Division of Pensions, employees are eligible for enrollment in the Traditional State Health Benefits Program. Under the conditions and regulations stipulated by the New Jersey State Division of Pensions, employees who reside in a locale serviced by a State of New Jersey Division of Pensions- approved Health Maintenance Organization (HMO) have the option of enrolling in the appropriate HMO.

2. Program Descriptions

a. Traditional State Health Benefit Program

(1) Program Components

- Blue Cross/Blue Shield/Rider J (Extended Basic Outpatient Benefits)
- Major Medical Insurance with Prudential Insurance Company

(2) Cost

- No cost to employee
- College pays the entire cost of the premium for the coverage code (e.g. employee only, family) for which the employee is eligible and enrolls.

b. Health Maintenance Organization and Supplemental Benefits Program

1) HMO Medical Services Center(s) and affiliated hospitals provide services.

2) Cost

In accordance with the appropriate state statutes, the College pays the same amount toward the cost of the premium of the alternative HMO and Supplemental Benefits Program as it does to the Traditional Plan for the same coverage code (e.g. employee only, family). Any additional cost for the HMO and Supplemental Benefits Program will be paid by the employee through payroll deductions.

3. Coverage Periods

a. Health Insurance coverage as described above, shall be provided to all personnel on normal academic year contracts beginning September 1 of the initial contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period. If total contract requirements are completed, the coverage will continue during the remaining months at no cost to the employee for the traditional program or for the usual employee deductions for a health maintenance organization.

b. Personnel on twelve-month contracts, or contract periods other than the normal academic year shall be eligible for health insurance coverage in accordance with the regulations of the New Jersey Division of Pensions.

B. Dental Insurance

1. Under the conditions and regulations stipulated by the Dental Plan, employees are eligible for enrollment in a dental insurance program.

2. Cost

The College will provide unit members with a Dental Plan including family coverage with a maximum annual premium payout of $200.40 per unit member.

3. Coverage Periods

a. Dental insurance coverge as described above, shall be provided to all personnel on normal academic year contracts beginning September 1 of the inital contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period. If total contract requirements are completed, the coverage will continue during the remaining months at no cost to the employee.

b. Personnel on twelve-month contracts or contract periods other than the normal academic year shall be eligible for dental insurance coverage in accordance with the same regulations governing the coverge of such individuals in the Health Care Insurance programs described hereinbefore.

C. Retirement/Life Insurance Programs

1. Under the conditions and regulations stipulated by the New Jersey State Division of Pensions, employees are eligible for enrollment in the Alternate Benefit Program (ABP). Certain employees, by virtue of prior employment may be eligible for enrollment in the Public Employees Retirement System (PERS) under the conditions and regulations stipulated by the New Jersey Division of Pensions.

2. Program Descriptions

   a. Alternate Benefit Program (ABP)

      1) Program Components

         a) Teachers Insurance and Annuity Association - College Retirement Equities Fund (TIAA/CREF) for retirement. Tax-deferred annuities available.

         b) Prudential Insurance Company of America for Life Insurance and Disability Insurance. Life Insurance benefit is 3.5 times base annual salary rate.

2) Cost

a) TIAA/CREF Retirement Program

5% mandatory payroll deductions which can, at employee's option, be converted into a salary reduction tax-deferred annuity.

b) Prudential Life/Disability Insurance

No cost to employee.

b. Public Employees Retirement System (PERS)

1) Program Components

a) State of New Jersey Plan for Retirement. Tax-Deferred annuities available.

b) Prudential Insurance Company of America for life insurance. Life Insurance benefits are as follows:

1.5 times base annual salary is mandatory and an additional 1.5 times base annual salary is available as an option for a possible total of 3 times base annual salary.

2) Cost

a) Retirement Program

Mandatory payroll deduction which is a % of base annual salary.

The exact % is determined by the participant's age at time of enrollment in the program.

b) Prudential Life Insurance

(1) Mandatory Insurance: included as part of retirement program deduction.

(2) Optional Insurance: payroll deduction which is a % of base annual salary.

D. Washington National Disability Insurance Plan

1. Under the conditions and regulations stipulated by the Washington National Insurance Company, employees are eligible for enrollment in the NJEA Optional Sick Leave Coordinated School Day Benefit Plan designated by Washington National as Plan 2.

2. Cost

College pays the entire cost of the premium for employees who are eligible and enroll.

APPENDICES

A. Instructional Load Formula
B. Student Evaluation and Instructor Return Form
C. Classroom Visitation Form
D. Tuition Reimbursement Form
E. Matrix of Dates
    Evaluation, promotion, termination and tenure

The appendices contained herein have been negotiated and agreed to by the parties.

****

E. Please Note:

1. The contents of this article are provided for informational purposes only.

2. The parties understand that, by state law, retirement programs and their various components are not negotiable.

3. The parties understand that the information provided herein is subject to change by the State of New Jersey and if any of the information is in error, the Division of Pensions Regulations shall prevail.

4. The parties understand that the information provided in Paragraph B, Dental Insurance, and Paragraph D, Washington National Disability Insurance Plan, is subject to change by the insurance carriers and if any of the information is in error, the insurance carrier's regulations shall prevail.

ARTICLE XXXV

LEAVES

A. General Provisions

1. All leaves, with or without pay, are subject to approval of the Board.
2. All applications for leave must be submitted in writing to the Division Chairperson with copies to the Vice President and Dean of the College and the President sufficiently in advance of the desired effective date to provide for approval processing. Exceptions to the provisions may be made in case of illness, family death, or national, state or local emergencies. Application must fully explain purpose and duration of leave and include appropriate substantiation.
3. Employee must present pre-employment physical fitness certificate before returning from leaves which involved travel outside the Continental United States.

4. Requests for long-term leave for education, experimental or enrichment purposes must clearly demonstrate common benefit to the College and the individual.

5. A faculty member who is on leave of absence without pay for the duration of his/her normal base contract period shall not be entitled to a guaranteed supplemental term/semester.

B. Sick Leave

1. Each unit member shall be entitled to ten (10) days sick leave in each academic year for the period of July 1 of one calendar year through June 30 of the following calendar year. All unit members shall enjoy sick leave benefits in accordance with the applicable statutes.
(18A:30-2, 30-3, 30-6, and 30-7).

2. In the case of an extended illness, where the faculty member exhausts her/his individual sick days, then the following procedure should go into effect:

At the Board Meeting prior to the time when the individual's sick leave will expire, a faculty member may request additional days from the Board. An examination of each case will be made by the Board. Recommendations will be sought from appropriate staff. After careful examination of the request, the Board will exercise prudent judgement and good faith in voting approval of the additional days.

C. Personal Leave

Leave with pay, not to exceed three (3) days per fiscal year, may be granted for personal needs which cannot be satisfied outside of normal working hours. Upon five (5) day's notice, in writing, such leave shall be granted by the Division Chairperson.

D. Bereavement Leave

1. Instructional personnel shall be entitled to five (5) days leave with pay upon the death of a member of her/his immediate family. Immediate family is interpreted as spouse, children, sibling, parents, grandparents, foster parents, step-parents, step-children, parent or grandparent of spouse.

2. Bereavement leave for other relatives is limited to three (3) days with pay.

3. Upon request, additional days may be granted by the President without loss of pay.

E. Jury Duty or Legal Leave

1. Full-time instructional personnel, who are summoned and report for Jury Duty or are subpoenaed and report as a witness in any judicial hearing shall be granted leave of absence upon presentation of venue order or subpoena.

2. College will pay the difference between jury duty allowance or witness fees and regular salary for required period of absence.

F. Military Leave

1. Military leave without pay shall be granted to any faculty member who shall be inducted or enlist for one (1) enlistment perod in any branch of the Armed Forces of the United States.

2. Leave shall be granted without pay to enable a faculty member to fulfill Reserve or National Guard commitments.

3. All reemployment rights provided by existing or enacted legislation shall accrue to such faculty member.

G. Short Term Leave (Less than one academic year)

1. Applications for leaves without pay of less than one year's duration may be submitted to the Division Chairperson in accordance with the general provisions of Section A of this Article after completion of not less than six months of service to the College.

2. The leave when granted, shall not exceed the time specified in the authorization and upon return, the staff member shall be placed at the same salary which was in effect at the beginning of such leave, unless a new individual contract has been offered and accepted during the period of absence.

H. Leave of Absence Without Pay

1. Instructional staff members are eligible for leave of absence without pay after one (1) academic year of service to the College. Long term leave is defined as a period of one year or longer.

2. Application for such leave shall be made in writing and addressed to the Division Chairperson, with copies to the President and the Vice President and Dean of the College no later than March 15 preceding the beginning of the contract period for which the leave is desired. The application must be accompanied by a statement of the reason for the leave of absence.

3. The application for a leave of absence will be considered on its individual merit as well as its potential effect on the College and the determination of whether or not the request shall be granted rests solely on the discretion of the President. A request for a leave of absence shall be answered by the President within thirty (30) days.

4. A leave of absence, when granted, shall not exceed the time specified in the authorzations. Such leaves of absence may be extended at the discretion of the President, but written authorization is required in such cases.

5. Upon return from such leave of absence, the staff member shall continue in the same academic rank held at the time the leave commenced and shall receive the base annual salary rate she/he received her/his last actual working day prior to the commencement of the leave plus any increase for which she/he is otherwise eligible as stipulated below:

Academic Year of One Year Leave of Absence	Academic Year in Which Faculty Member Returns from One Year Leave of Absence	Faculty Member is Eligible for Any Increase in Base Annual Salary Rate Which May be Effective in the Academic Year Indicated Below
1983-84	1984-85	1983-84
1984-85	1985-86	1984-85
1985-86	1986-87	1985-86

a. If the leave is extended, the faculty member will not be eligible for any additional increase except as may be granted in accordance with paragraph b hereinafter.

b. Promotion in Academic Rank and/or additional increase(s) may be granted by the College for faculty members who qualify for same by virtue of the special job-related nature of the activity performed while on leave. Any such promotions and/or increases shall be granted at the College's sole and exclusive option.

APPENDIX A

INSTRUCTIONAL LOAD FORMULA

Reference: ARTICLE XXIII Instructional Load Formula
(Pages _ 49 _ through _ 56 _)

BURLINGTON COUNTY COLLEGE

FACULTY LOAD FORMULA

A. RATIONALE

The load formula is based on measurement of faculty work effort in terms that are applicable to the teaching-learning environment at Burlington County College. It is designed to recognize that the faculty member's principal responsibilities are instructional and therefore focuses on an acceptable method of measuring the effort necessary to execute those responsibilities. The formula limits itself to considering the variables of preparation, student contact, evaluation and special assignments.

B. DEFINITION

The load formula is defined as a guide or formula to meet institutional requirements by means of an equitable distribution of faculty time.

C. GOALS

The formula attempts to accomplish the following goals:

1. To distribute faculty time in an equitable manner.
2. To provide for a nonsubjective and accurate determination of faculty load but not to increase or decrease that load experienced in the 1970-71 contract year.
3. To facilitate the development of effective learning stategies.
4. To allow for varying modes of instruction.
5. To reflect the unique learning strategies employed at Burlington County College.
6. To realistically utilize financial and human resources.
7. To provide for differentiated staffing.
8. To be applicable to all faculty members.
9. To be simple to understand and easy to compute.

****

D. DETERMINATION OF LOAD

The determination of a load is to be developed jointly between the faculty member and the Division Chairperson prior to the beginning of each term. It is hoped that this procedure will more effectively involve each faculty member in the construction of his load. The procedure does require that the faculty member come prepared to discuss with his Division Chairperson the various modes of instruction and methods of evaluation which he intends to use during the given term. Under the traditional system, only credit hours and/or lab contact hours were used in determining load. The proposed formula recognizes and gives credit to the faculty member in the following areas:

1. Preparation
2. Student Contact
3. Evaluation
4. Special Assignments

1. Preparation

Rationale: The preparation points are designed to reflect the faculty member's time and effort which are devoted to preparation for the teaching activities which s/he directs.

a. Normal Preparation

Normal preparation includes, but is not limited to, the following:

1) Revising course syllabi;
2) Reading over assignments and lecture notes;
3) Writing or modifying behavioral objectives;
4) Revising packets in the accepted format, e.g. concept,

****

rationale, objectives and learning strategies;

5) Having handouts reproduced and on hand;

6) Coordinating the use of technical equipment and personnel;

7) Constructing examination.

More credit is given for the original preparation than for duplicate preparations, and preparation is weighted according to the mode used, e.g. classroom or seminar, lecture or laboratory.

b. Instructional Development

1) New Course

A new course factor of up to two (2) units/credit may be given for each previously unoffered college course for which materials have not been prepared and are not available through purchase. The units awarded will reflect the amount of course development required for the new course but will be at least one unit per course. In addition, it is expected that materials will be prepared for the units awarded. Use of this factor should be coordinated with the Division Chairperson and the VPDC.

2) Extensive Revision of an Established Course

To qualify, a faculty member may be expected to drastically revise an existing course. The extensive revision must be agreed upon with the Division Chairperson.

3) Large Group Presentation

To qualify to be credited for the time involved in preparing such a presentation, the instructor would probably

****

be using multi-media to instruct more than 47 students in a single class.

2. Student Contact

   Contact time is the scheduled time that the instructor physically spends with his scheduled class.

3. Evaluation

   Two factors are weighted in this instance: the number of students and the types of evaluation. See instructions for further information on how to compute this data.

4. Special Assignments
   - a. Conducting feasibility studies designed to establish new programs;
   - b. Liaison with the public in coordinating career programs;
   - c. Coordination and Liaison Responsibilities, i.e. Math Lab, Writing Lab, Science Lab, etc.;
   - d. Coordinator of Career Advisory Committee
   - e. Others: to be determined on individual basis.

E. LOAD SPECIFICATIONS

1. The specification of load in terms of point values, time parameters and quantitative applications of the formula are identified with the body of the Agreement. (ARTICLE XVIII)

F. INSTRUCTIONS FOR COMPLETING FACULTY LOAD ANALYSIS & SUMMARY SHEET

1. INTRODUCTION

   a. This form is to assist the faculty member in determining his instructional load. The completed form should accurately reflect the course strategy the instructor intends to use and, through the use of conversion factors, the amount of instruction-

****

al presentation, student contact, and evaluation units that will be necessary to meet his instructional requirements.

2. PREPARATION

a. Your first step in completing the form is determining which mode or modes you will be using to teach the course being analyzed. Recognizing that varying modes of instruction require varying amounts of preparation time, the preparation segment of the form has been subdivided into three major categories - large group, classroom or seminar, and laboratory.

1) Large Group

For the purposes of this formula, a large group will generally consist of a minimum of 47 students as determined at the end of the drop/add period, or fewer with the concurrence of the Division Chairperson. In the lecture mode, the student primarily receives information. The instructor and his audio-visual tools are the primary sources of information.

2) Classroom or Seminar

In the classroom or seminar mode, the students are jointly engaged in some learning activity generally requiring group interaction. The instructor may be either a resource person, a director of activities, or a participant.

3) Laboratory

In the laboratory mode, the student is individually engaged in self-instructional learning activities or in individualized problem solving. Within this mode, the instructor is primarily a resource person.

****

4) Combinations

A course may be taught using any combination of these three modes or as in some cases, a single mode. Once you have determined the appropriate category for your course work, the next step is to compute your preparation time. Recognizing that the time required to prepare a presentation for the first time differs markedly from the time required to give the same presentation to subsequent sections, this formula contains factors that reflect these differences in preparation time. Thus, these factors reflect the time required to prepare for the first preparation (original), the time necessary for the second preparation (first duplication) and the time necessary for the third preparation (second duplication), and for subsequent preparations. In most instances, with the exception of open labs, the third, the fourth, and subsequent presentations have the same factor as the second duplication.

The factors for classroom and large group are encoded on the Load Analysis Form. However, because laboratory preparation time differs so markedly from discipline to discipline, specific factors were developed for specific laboratory courses. You will find your laboratory preparation factor in Table 1.

****

5) Calculation of fourth preparation of the following music courses will be determined as indicated below:

Group Designation	Courses in Group
Group 1: Small Instrumental Ensemble	MUS 111-114 121-124 131-134 141-144

Note: All courses combined count as one preparation

Group Designation	Courses in Group
Group 2: Chorus	MUS 150-153

Note: All courses combined count as one preparation

Group Designation	Courses in Group
Group 3: Small Group Instruction	MUC 101-130 201-230

Note: All courses combined count as one preparation

Group Designation	Courses in Group	Number of Students	Preparation
Group 4: Music Lessons*	MUP 101-130	1-6	0.5
		7-12	1.0
		13-18	1.5
	201-230	1-3	1.0
		4-6	2.0
		7-9	3.0

Note: All courses combined count as one preparation

*Enrollment in these courses shall be restricted to students who are officially designated Music majors - Code 26F

Under unusual circumstances, it may be necessary for a faculty member to have the responsibility for more than three different courses. When this situation exists, the preparation factor(s) for the additional course will be multiplied by 1 1/2. The additional course(s) will be those having the highest preparation factors.

When there exists a significant alteration in teaching strategies for the same course, then the appropriate preparation factors will be increased by 50% of their value. Such determination must be by mutual agreement between the faculty member and the Division Chairperson.

For example, evening and Bordentown courses probably would have their preparation factors multiplied by 1½ if the instructor were teaching the same course on campus.

****

Table 1

Laboratory Preparation Factors

Course	First Hour	Second Hour	Third Hour and Beyond
Open Lab	1.0	.5	.25*
Conventional Science Lab	1.0	.5	.25
Social Science Lab	.1	.05	.025
Math Lab	.1	.05	.025
Reading Lab	.1	.05	.025
Writing Lab	.1	.05	.025
Studio Lab	.1	.05	.025
Secretarial Science Lab & Accounting Lab	.5	.25	.125

* The factor of .10 will be allowed for each additional hour in excess of the third hour.

Variations in the above factors, due to unique local circumstances, and not to exceed 50%, may be made through mutual agreement of the faculty member and Division Chairperson and with the approval of the VPDC.

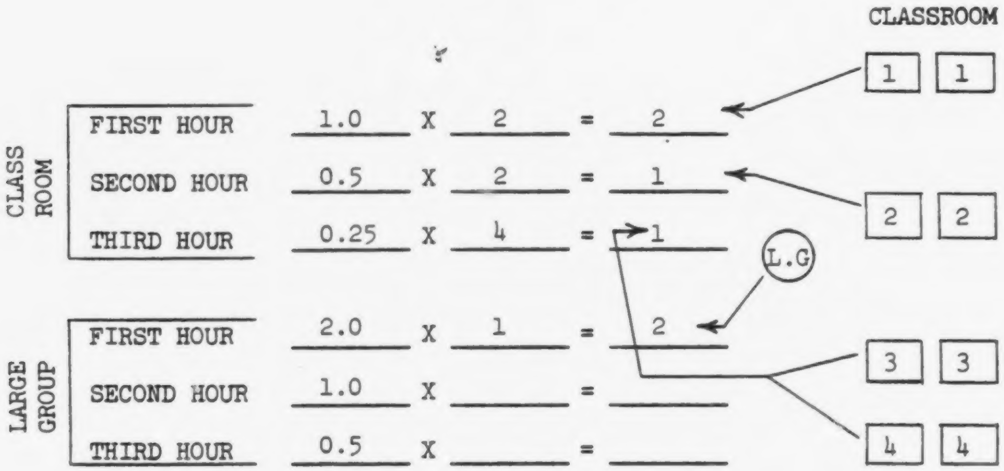
Choose the appropriate factor from Table 1 being careful that your selection reflects the correct factor for your number of preparations, i.e., original, first duplicate second duplicate, and insert them in the appropriate boxes in the Load Analysis Form.

G. Examples

(1) An instructor who is teaching two sections of one course in the classroom mode meeting three times a week, should record his activities as follows:

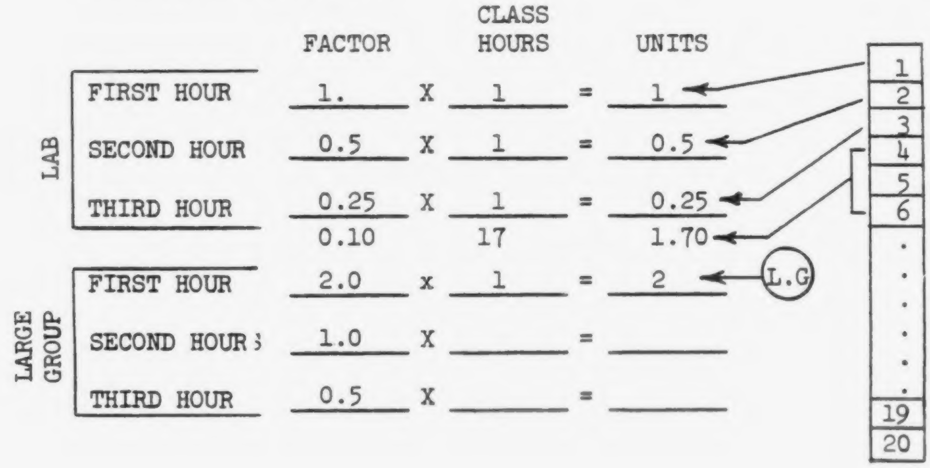
CLASSROOM	FIRST HOUR	1.0	X	3	=	3	FIRST SECTION
	SECOND HOUR	0.5	X	3	=	1.5	SECOND SECTION
	THIRD HOUR	0.25	X		=		

(2) An instructor who is teaching four sections of one course in a configuration that meets the four combined sections one hour a week in a large group and each section individually twice a week in one hour seminars would record his activities as follows:



CLASS ROOM	FIRST HOUR	1.0	X	2	=	2
	SECOND HOUR	0.5	X	2	=	1
	THIRD HOUR	0.25	X	4	=	1
LARGE GROUP	FIRST HOUR	2.0	X	1	=	2
	SECOND HOUR	1.0	X		=	
	THIRD HOUR	0.5	X		=	

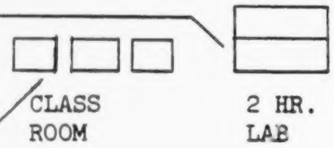
(3) An instructor who is teaching one course in a weekly configuration of one large group and 20 hours of open lab would record his activities as follows:



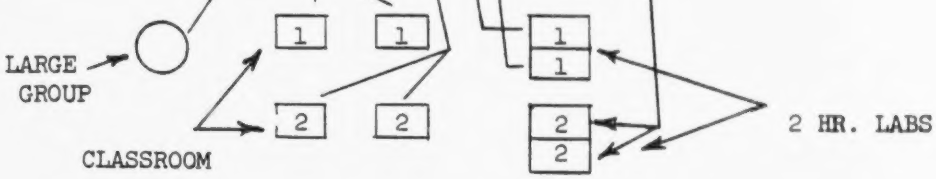
		FACTOR		CLASS HOURS		UNITS
LAB	FIRST HOUR	1.	X	1	=	1
	SECOND HOUR	0.5	X	1	=	0.5
	THIRD HOUR	0.25	X	1	=	0.25
		0.10		17		1.70
LARGE GROUP	FIRST HOUR	2.0	x	1	=	2
	SECOND HOUR	1.0	X		=	
	THIRD HOUR	0.5	X		=	

(4) An instructor is teaching two different courses; one meets in one 2-hour lab and in a classroom situation three times per week. The other course meets as two sections combined twice a week as a large group and individually as sections twice a week in classrooms, and individually as sections in 2 hour labs. He would record his activities as follows:

		FACTOR		CLASS HOURS		UNITS
LAB	FIRST HOUR	1	X	1	=	1
	SECOND HOUR	0.5	X	1	=	0.5
	THIRD HOUR		X		=	
CLASS ROOM	FIRST HOUR	1.0	X	3	=	3
	SECOND HOUR	0.5	X		=	
	THIRD HOUR	0.25	X		=	



		FACTOR		CLASS HOURS		UNITS
LAB	FIRST HOUR	1.0	X	1	=	1
	SECOND HOUR	0.5	X	1	=	0.5
	THIRD HOUR	0.25	X	2	=	0.5
CLASS ROOM	FIRST HOUR	1.0	X	2	=	2
	SECOND HOUR	0.5	X	2	=	1
	THIRD HOUR	0.25	X		=	
LARGE GROUP	FIRST HOUR	2.0	X	2	=	4
	SECOND HOUR	1.0	X		=	
	THIRD HOUR	0.5	X		=	



5) Total Preparation

Once you have calculated your preparation units for each course section in their varying mode, total the preparation units in the right-hand column of the form and record the sum in the block marked Total Preparation.

COLUMN TOTAL ☐

3. CONTACT

a. Contact time is the scheduled time that the instructor physically spends with s/his scheduled class. One point will be awarded for each such scheduled class hour.

1) An instructor who is teaching four sections of one course in a configuration of one large group and two weekly seminars for each section would record his contact time as follows:

CONTACT......SCHEDULED CLASS HOURS........ ☐

LARGE GROUP = 1
8 SEMINARS = 8
9

4. EVALUATION

a. Since different types of testing require differing amounts of evaluation time, this formula recognizes three basic types of testing vehicles. It further recognizes two different circumstances under which each type of test can be graded and up to two different methods under each grading practice that can be used for grade recording.

b. The three potential testing vehicles are Objective, Written, and Combination. One of these should closely reflect your

****

primary testing method. In order to qualify for point factors applicable to the combination evaluation methods, at least one-third of the number of tests to be given must be of each of the two other types (Objective or Written).

c. For combination of evaluative methods that do not meet the criteria in Par. b., an average evaluation factor will be determined based upon the point allocation for each testing vehicle used divided by the total number of testing vehicles.

d. Test factors are as follows:

	Obj.	Written	Comb.
1) Faculty grades - faculty records	.06	.18	.10
2) Faculty grades - assistant records	.05	.16	.08
3) Assistant grades - faculty records	.05	---	---
4) Assistant grades - faculty records	.02	---	---

e. Determine as accurately as possible which factor best approximates your test evaluation time and enter that figure in the space marked Test Factor. Now enter the anticipated number of students you and the Division Chairperson expect to be enrolled in the course. (The anticipated enrollment is based upon the best predictive figures available to the Division Chairperson at the time a faculty member's load is determined.) The final enrollment figures will be determined at the end of the drop/add period. Multiply the number of students by the the sum of test factor and the student factor. This gives you your total evaluation points. Record this figure in the designated block.

Student factors shall be as follows: .005

EVALUATION:

NUMBER OF STUDENTS 100 X FACTOR (.005 + .06) = [6.5]

TEST FACTORS:

.02 .05 .06 .08 .10 .16 .18

Once you have filled out the Faculty Load Analysis and Summary Sheet for the different courses you are teaching, summarize the results and place them in the designated blocks on the Faculty Load Summary Column.

There will be no changes in the evaluation factor unless there is mutual agreement between the Faculty member and the Chairperson up to and including June 30, 1984.

5. INSTRUCTIONS FOR FILLING OUT THE FACULTY LOAD SUMMARY COLUMN.

a. INSTRUCTIONAL LOAD

1) Once the Instructional Load Analysis Column is completed, use the information contained therein to prepare the Faculty Load Summary Column. Summarize the units of preparation, contact, and evaluation that would be necessary to meet your instructional responsibilities and insert those figures in the blocks provided at the right side of the Faculty Load Summary Column. together the units of preparation, contact and evaluation gives you your Total Instructional Load.

b. ASSIGNMENTS

1) Instructional Development

a) The amount of credit to be given to an instructor who creates a new course, significantly revises an old course, or develops a new mode for teaching an old course will be by agreement between the instructor and the Division Chairperson. The written proposal requires agreement of the VPDC (Refer to Section D. 1.b., Instructional Development-- New Course and Extensive Revision of an Established Course).

2) Other

a) Credit may be given for the performance of duties essential to the well-being of the institution but not recognized in previous sections of this proposal. This could involve such duties as:

(1) liaison with public;

(2) being a major official in a professional society;

(3) active member of an advisory committee;

(4) the award of additional office hours where large groups of students are involved, i.e., for every 20 students beyond 140, award 0.5 additional units for each scheduled office hour beyond five (5) hours.

This list shall not be considered all-inclusive but shall be open-ended to include any item meeting the stated criteria. Unless otherwise specified, the rate of credit to be given for performing such duties will be determined by mutual agreement between the instructor and the Division Chairperson, with the written approval of the VPDC.

b) Activities which are recognized by supplementary contract are excluded from calculation under this formula.

****

3) Add the units for Instructional Development and Other Assignments to arrive at your Total Other Assignments.

4) Summary

   a) Adding together your Total Instructional Load, and Total Assignments gives you your Total Instructional Load.

****

I. Exchange Teaching Leave

1. A paid leave of absence for one (1) academic year may be granted to a faculty member upon approval of the Board for the purpose of participating in an exchange teaching program in other states, territories or countries or a cultural program related to his/her academic discipline when such program includes the provisions of an acceptable teacher to replace the one on exchange leave. All regular benefits and accrual of service credit shall continue in effect during the period of absence. Upon return from leave, the instructor shall be placed in the same salary which he would have attained had the leave not been taken.

2. All other provisions of the long-term leave of absence procedures contained in Section H, of this Article shall apply equally and universally to an exchange teaching leave.

J. Extension of Leave

Upon application, the Board may authorize an extension to an instructor's existing leave. Application for this extension should be made in writing to the Board with copies to the Division Chairperson and the Vice President and Dean of the College sixty (60) days prior to the termination of the existing leave.

K. Vacation Leave - 12 Month Faculty

1. General Information

   a. Scheduling of vacation leave shall be determined by mutual agreement of the employee and his/her supervisor.

   b. Vacation leave with pay can not be taken before it is accrued.

   c. An employee accrues vacation leave time on his/her monthly anniversary date with the College (e.g. if an employee begins employment on July 15, he/she accrues 1.83 vacation days on August 15).

2. Accrual

   All faculty employed on a full-time basis shall accrue vacation leave with pay at the rate of 1.83 workdays per month.

3. While on leave for injury in line-of-duty, an employee may accrue vacation.

4. In the event of employee termination, the employee shall be paid for any usused accrued vacation time up to and including the date of termination not to exceed a maximum of twenty (20) days. Termination date is defined as the last day an employee actually works at the College (e.g. the employee can not take the last day as a vacation day, personal day, etc.).

5. No advance issuance of checks will be permitted for those taking vacation leave; however, arrangements may be made to have checks mailed to them.

L. Holidays - 12 Month Personnel

1. A maximum of fourteen (14) holidays may be granted as days off with full pay at the discretion of the President.
2. In the event any employee is required to work on a holiday or on the day it is observed, a compensatory day off will be designated.
3. If one of the recognized holidays occurs during the employee's vacation period, she/he shall receive an added day of vacation, except if such holiday falls on a Saturday or Sunday, and the observance of this holiday is not transferred to the following Monday.

M. Maternity Leave

The Board will comply with the applicable Federal and State Laws and Regulations relating to maternity leaves as interpreted by the courts and administrative agencies having appropriate jurisdiction.

ARTICLE XXXVI

SABBATICAL LEAVE

A. Definition and Award

1. The sabbatical leave at Burlington County College is defined as a period of freedom from teaching (or from equivalent duties) for the purpose of enhancing the professional development of staff represented in this collective agreement. Such activities may include formal study, research, writing, business activities and, when required by the nature of the activity, travel.
2. The applicant for sabbatical leave will indicate the applicant's proposed activities, how these activities will benefit the individual, and, in the applicant's opinion, how these activities will benefit the College.
3. The Sabbatical Leave Committee will review and evaluate all applicants and forward its recommendations in rank order to the President. A candidate for sabbatical leave shall have served seven (7) consecutive years at Burlington County College as a member of the bargaining unit covered by this Agreement. All decisions relating to sabbatical leaves are subject to the availability of funds and provisions contained in this Agreement. During each academic year (academic year is defined as Fall Semester and Winter Semester) covered by this Collective Agreement, no more than seven (7) leaves will be granted by the College from those recommended by the Committee. No more than two people from any division larger than ten faculty, and no more than one person in any smaller division, may be on sabbatical leave at any one time. However, in the event that, after sabbatical leaves have been distributed among the divisions as indicated above, and fewer than seven (7) sabbatical leaves have been approved, more than the indicated number of faculty members from one division may be permitted at the discretion of the College to be on sabbatical leave at any one time.

B. Conditions

1. Length of Sabbatical — Compensation

Please Note: A faculty member can apply for and take sabbatical leaves only during semester(s) and/or term(s) which are part of her/his base employment contract period.

Length of Sabbatical	Compensation
One (1) Semester	Full Salary Rate
Two (2) Semesters	0.51 Salary Rate
Two (2) Terms	Full Salary Rate
One (1) Semester and One (1) Term	0.67 Salary Rate

2. Acceptance of a sabbatical leave obligates the recipient to return to service at the College for at least one academic year immediately following the sabbatical. Failure to return for one year of service obligates the recipient to refund to the College all salary paid under the terms of the Sabbatical.

3. Accrual of service credits shall continue in effect during the period of absence. Continuation of benefits shall be in accordance with applicable Division of Pension regulations. Upon return from leave, the unit member will be placed, wherever practical, in the same or a similar situation which she/he held at the commencement of the leave period. Salary and benefits will be at the rate determined and placed in the Sabbatical Leave Agreement (Reference D).

4. The recipient may accept a grant, stipend, fellowship or similar monies usually associated with graduate or post-graduate studies. The receipt of such money will be reported by the unit member as part of the final sabbatical leave report. Employment during the sabbatical leave period for the sole purpose of increased income is incompatible with the purpose of the program and not permitted under the terms of this leave agreement.

C. Selection

1. A Sabbatical Leave Committee shall be established in order to make recommendations to the President.

   The Committee shall consist of:

   The Vice President and Dean of the College
   Two Division Chairpersons
   Three Faculty Members appointed by the Association
   One Faculty Member appointed by the President

2. The Board will make its final decision no later than March 31 of the prior year.

D. Application

1. Application for sabbatical leave shall be made in writing to the Division Chairperson with copies to the Vice President and Dean of the College and to the President so as to be received by the President no later than February 1 of the year preceding the year in which the leave is to occur.

2. Formal application will include the completed sabbatical leave agreement and a letter of transmittal.

E. Eligibility for Second Sabbatical Leave

No one is eligible for a second sabbatical until at least five consecutive years following the conclusion of the first leave and until all eligible and qualified faculty have had an opportunity to apply for a first leave.

ARTICLE XXXVII

PERSONNEL FILES

A. The personnel file of any member of the faculty shall be open to him/her for review upon request. Such requests shall be submitted to the Director of Personnel Affairs/Chief Negotiator or his/her designee not less than five (5) business days before the desired inspection. When reviewing this file, the Director of Personnel Affairs/Chief Negotiator or her/his designee will be present. The Vice President and Dean of the College or his/her designee may be present. The official personnel files shall be located in the Personnel Department. The following confidential material contained in the personnel file shall not be made available to the faculty member:

1. References or other confidential information obtained from outside sources.
2. Placement records which contain references.
3. Transcripts restricted by the sending institution.

B. A representative of the Association may, at the faculty member's request, accompany said person while she/he reviews her/his file.

C. A copy of all internal correspondence, memoranda or other documents relating to the performance, competence, character, service or conduct of a faculty member (except those restricted by the provisions of Paragraph A) must be placed in his/her personnel file and a copy of such documents shall be simultaneously furnished to the faculty member who shall have the right to respond to such document and to have such response become part of his/her personnel file.

D. At the request of a faculty member, the nonconfidential contents of his/her personnel file must be opened to him/her at any time during the processing of a grievance which has been reduced to writing.

E. No document may be removed from a personnel file but copies of any qualified document will be provided to the faculty member upon request.

ARTICLE XXXVIII

GRIEVANCE PROCEDURE

A. Purpose

A grievance procedure is established to provide an orderly and sequential process whereby employees are able to grieve the interpretation, application or violation of those policies, procedures, agreements or administrative decisions which affect the terms and conditions of employment.

B. Definition

1. College, Board or Employer: Burlington County College Board of Trustees and its authorized representatives.
2. Employee Any individual in the bargaining unit recognized in Article 1.
3. Complaints An informal charge alleging a violation, misinterpretation, or misapplication of one or more terms of this assignment. A complaint may, but need not, constitute a grievance. A complaint shall be processed through the grievance procedure to Step 1.
4. Grievance A formal charge alleging a violation, misinterpretation, or misapplication as defined in "A" above.
5. Immediate Supervisor: The person to whom an aggrieved employee (a grievant) is directly responsible under the table of organization prevailing at the College.
6. Association: The Burlington County College Faculty Association.
7. Working Day(s): Any day that the College is in session during the Fall, Winter, Spring or Summer Semester or Term. Excluded are official College holidays, vacation days and weekends.
8. Grievant: Person filing a complaint or grievance.

C. Exclusions

The grievance procedure shall not apply to the following:

1. Failure or refusal of the Board to renew the contract of an employee not under tenure.
2. Instances in which an employee granted tenure has had charges brought against her/him pursuant to the Tenure Employees Hearing Act (NJSA 18A:6--10 et.seq.).
3. Decisions of the President in exercising her/his discretion concerning a request for any leave.
4. Any matter herein expressly made non-grievable.

D. Procedures - Informal - Step I

1. A complaint shall be presented informally within ten (10) working days of the occurrence complained of or, within ten (10) working days after its occurrence could reasonably have been expected to be known by the person filing the complaint. Failure to act in filing the complaint within the ten (10) working day period shall be deemed to constitute an abandonment of the complaint.

2. The complaint shall be filed by the employee with his/her immediate supervisor. This complaint shall be in writing.
3. After receipt of the complaint, the immediate supervisor shall convene an informal hearing within (5) working days.
4. People present at the hearing shall be the following:
    a. Person filing the complaint (grievant)
    b. Association representatives (President and/or Chief Negotiator)
    c. Immediate Supervisor
    d. College representative (Director of Personnel Affairs/Chief Negotiator).
5. The purpose of this hearing is to settle the complaint in an informal manner between the parties.
6. The immediate supervisor has up to five (5) working days to respond to the complaint after the close of the informal hearing. The decision may be rendered immediately upon the close of the hearing.

7. If the person filing the complaint is dissatisfied with the decision of the immediate supervisor, he/she has five (5) working days to file an appeal and begin the Formal Process. The Formal Appeal will be made to the Vice President and Dean of the College. This appeal shall be in writing.

E. Procuedures - Formal - Step II

1. Upon receipt of the grievance appeal, the Vice President and Dean of the College shall convene a hearing within five (5) working days.
2. People present at the hearing shall be:
    a. Person filing the grievance (grievant)
    b. Association representatives
    c. Immediate supervisor
    d. Board representatives.
3. After the close of the hearing, the Vice President and Dean of the College shall render a decision within five (5) working days.
4. Upon receipt of the decision, the grievant has five (5) working days to file an appeal with the Board of Trustees.

F. The Board of Trustees - Step III

1. The appeal will be heard at the next regularly scheduled Board Meeting provided the Board has at least five (5) working days to study the material. This means that the material must be mailed sufficiently in advance so as to reach Board members five (5) working days prior to the meeting. If this is not possible, then the hearing will be held at the next regularly scheduled Board Meeting following the first hearing postponement. Every reasonable effort will be made by the parties to expedite the processing of a grievance. The number of days stated shall be considered as a maximum at each step.
2. At the scheduled closed hearing, both the grievant and the Board may have appropriate representatives present. The grievant shall inform the Board of his/her representatives by name at least forty-eight (48) hours prior to the hearing.
3. At the conclusion of the hearing, the Board will render a decision within ten (10) working days.

4. Upon receipt of the decision from the Board of Trustees, the grievant has ten (10) working days to file an appeal to the next step.

G. Advisory Arbitration - Step IV

1. The grievant may request submission of the grievance to an impartial arbitrator selected pursuant to the rules and procedures of the Public Employees Relations Commission of the State of New Jersey or the American Arbitration Association. The arbitrator so selected shall be afforded access to all documents used in the prior internal steps in the grievance procedure. The arbitrator shall not have the authority to alter, change or otherwise affect the terms of the Agreement and shall address her/his judgement solely to the grievance presented. Neither party shall be bound by the decision of the arbitrator. The costs of the arbitrator shall be borne equally by the Association and the Board.

H. General Provisions

1. The number of days indicated at each step of this grievance procedure shall be considered as maximum and reasonable efforts should be made to expedite the process. Failure to adhere to the limits set forth shall be considered as an abandonment of the grievance. By mutual agreement, the parties may waive time limits at any step. Any such waiver shall be reduced in writing.

2. No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.

3. A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waiver of further action. However, if in the judgement of the Association, the grievance affects the general welfare of the faculty as a whole, the grievance may be processed as a grievance of the Association.

4. Parties named in the grievance or faculty or administrators believed to possess information pertinent to the grievance may be invited, but not required, to present such information to any meeting provided in the steps of this procedure.

5. All grievance meetings shall be open only to participants, their authorized representatives and to persons presenting information before any meeting concerned with the processing of a grievance.

6. No reprisals shall be taken against any faculty member for initiating or participating in any grievance.

7. At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concenred with such processing shall be transmitted to the Director of Personnel Affairs/Chief Negotiator and the President of the Faculty Association for inclusion in the grievance files. A common file number shall be assigned by the parties to each grievance for purposes of control and record keeping.

8. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.

9. In the processing of a grievance, any party shall have the right to designate a representative to appear with him/her. Such representative must be identified to all parties to the grievance before any meeting in which he/she is to participate.

ARTICLE XXXIX

DURATION OF AGREEMENT

This Agreement shall be effective on July 1, 1984 and shall continue in effect until June 30, 1987.

For the Board of Trustees:

Malcolm Pennypacker
Malcolm Pennypacker
Chairman, Board of Trustees

Kenneth D. McCarty
Kenneth D. McCarty
Chief Negotiator

Frank Nappo
Frank Nappo
Negotiator

MAY 21, 1985
Date

For the Faculty Association:

William White
William White
Chief Negoiator

Guy Giardine
Guy Giardine
Negotiator

Carole Schoening
Negotiator

Robert E. Seiler Jr.
Robert Seiler
Negotiator

Michael Intintoli
Michael Intintoli
President

May 21, 1985
Date

INDEX

ITEM	PAGE NUMBER
ABSENCE REPORTING	28
ACADEMIC FREEDOM	29
APPOINTMENT OF UNIT MEMBERS	6-7
ASSIGNMENT OF OVERLOAD COURSES	57-58
ASSOCIATION BUSINESS	17
ASSOCIATION RIGHTS AND RESPONSIBILITIES	17-26
ATTENDANCE AT COLLEGE MEETINGS AND ACTIVITIES	32
BENEFITS, EMPLOYEE	89-95,96,97-103, 104-111, 112-114
BEREAVEMENT LEAVE	105-106
BULLETIN BOARDS, USE OF	18
CLOSING OF THE COLLEGE	33
COACHING ASSIGNMENTS	84-86
COLLEGE PROPERTY, USE OF	18
CONTRACT CONTENT	8
CONTRACT PERIODS	6-7
COUNSELOR WORKLOAD	66-77
DEFERRAL OF POINTS	52
DENTAL INSURANCE	99
DUES DEDUCTIONS	19-26
DURATION OF AGREEMENT	121
EMPLOYEE BENEFITS	89-95,96,97-103, 104-111, 112-114
EVALUATION PROCEDURES	35-40

EXTENSION OF LEAVE 109
FACULTY RETRAINING FOR FACULTY POSITIONS 13-16
GRIEVANCE PROCEDURE 116-120
HEALTH BENEFIT PLANS 97-98
HOLIDAYS - 12 MONTH PERSONNEL 111
INSTRUCTIONAL LOAD FORMULA 49-56
INSTRUCTIONAL WORKWEEK 44
INSTRUCTOR'S RIGHTS & RESPONSIBILITIES 27-28
JURY DUTY OR LEGAL LEAVE 106
LEAVE OF ABSENCE WITHOUT PAY 107-108
LEAVES 104-111
LIBRARIAN WORKLOAD 78-79
LIFE INSURANCE 100-102
LOAD FORMULA 49-56
LOAD RATES 53
MAIL SYSTEM, ASSOCIATION USE OF 18
MANAGEMENT RIGHTS AND RESPONSIBILITIES 34
MATERNITY LEAVE 111
NEGOTIATION PROCEDURES 3-4
NON-DISCRIMINATION 5
NON-REAPPOINTMENT 10
NON-TEACHING DUTY ASSIGNMENTS 80-83
NURSING FACULTY WORKLOAD 61-65
OFFICE HOURS 45
OVERLOAD COURSES - ASSIGNMENT 57-58
PART-TIME CONTRACTS 54
PAYROLL DEDUCTIONS FOR ASSOCIATION DUES 19-21

PAYROLL DEDUCTIONS FOR REPRESENTATION FEE 22-24

PERSONAL LEAVE 105

PERSONNEL FILES 115

PROMOTION PROCEDURES 41-43

REAPPOINTMENT 9

RECOGNITION OF EMPLOYEE REPRESENTATIVE 2

REDUCTION IN STAFF 12

RESIGNATIONS 11

RETENTION OF UNIT MEMBERS (REAPPOINTMENT) 9

RETIREMENT/LIFE INSURANCE PROGRAMS 100-102

SABBATICAL LEAVE 112-114

SALARY INCREASES AND SALARY RANGE MAXIMUMS 87-88

SHORT TERM LEAVE 106-107

SICK LEAVE 105

STAFF SUPPORT 30-31

STUDENT REGISTRATION AND ACADEMIC ADVISING DUTIES FOR TEACHING FACULTY 46-48

SUPPLEMENTAL SEMESTER AND TERM ASSIGNMENTS 59-60

TELEPHONE SYSTEM, ASSOCIATION USE OF 18

TUITION REIMBURSEMENT 89-95

TUITION WAIVER 96

USE OF COLLEGE PROPERTY 18

VACATION LEAVE 110

STUDENT COURSE EVALUATION

CODE #

INDICATE HOW EACH OF THESE STATEMENTS DESCRIBE YOUR INSTRUCTOR BY THE DEGREE OF AGREEMENT/DISAGREEMENT WITH EACH ITEM LISTED BELOW.

DARKEN THE LETTER THAT CORRESPONDS WITH YOUR OPINION.

A -- STRONGLY AGREE
B -- AGREE
C -- DISAGREE
D -- STRONGLY DISAGREE
E — NO OPINION/NOT APPLICABLE

---

1. A teacher/student partnership in learning is encouraged by the instructor. .... 1. A B C D E
2. The climate of this class is conducive to learning. .... 2. A B C D E
3. The instructor respects constructive criticism. .... 3. A B C D E
4. I feel free to ask questions in class. .... 4. A B C D E
5. The instructor's comments about my work are helpful. .... 5. A B C D E
6. The instructor is well prepared for each class. .... 6. A B C D E
7. The instructor is able to provide relevant examples to illustrate concepts and theories. .... 7. A B C D E
8. The instructor displays a complete understanding of course topics. .... 8. A B C D E
9. The instructor appears to be an expert in this field. .... 9. A B C D E
10. Lecture information is most relevant to course objectives. .... 10. A B C D E
11. The instructor has an effective style of presentation. .... 11. A B C D E
12. The instructor stimulates interest in the course material. .... 12. A B C D E
13. The instructor emphasizes conceptual understanding of material. 13. A B C D E
14. The instructor's explanations and comments are very often helpful. .... 14. A B C D E
15. I would enjoy taking another course from this instructor. ..... 15. A B C D E
16. I have achieved the course objectives. .... 16. A B C D E
17. My instructor evaluates often and provides help when needed. .. 17. A B C D E
18. My instructor returns papers, assignments, and tests quickly enough to benefit me. .... 18. A B C D E
19. My instructor meets his/her class on time. .... 19. A B C D E
20. The instructor dismisses class at the regularly scheduled time. .... 20. A B C D E
21. Classes have been cancelled without prior notice. .... 21. A B C D E
22. The grading system was clearly explained. .... 22. A B C D E
23. Please write down on the back of the answer sheet the strengths and weaknesses of this course and this instructor. .... 23. A B C D E

APPENDIX B (continued)

INSTRUCTOR RETURN FORM

(STUDENT EVALUATION)

Instructors Name: ____

Course #: ____

Section: ____

Location: ____

The Student Course Evaluation was administered on ____________________
(Date)

___________________________________ was responsible for de-
Student's Name

livering the forms to the Scoring Station.

____
Instructor's Signature

Please forward to appropriate Chairperson.

APPENDIX C

CLASSROOM VISITATION

Instructor ______________________ Course ______________________

Semester/Term ________________ Date ________ Length of Visit _________

Division ____________________ Chairperson ________________________

Description of Class:

Rating: Rate the instructor on each item, giving the highest scores for unusually effective performance.

Highest		Average		Lowest	Not Applicable
5	4	3	2	1	N/A

_____ 1. The objectives of the lesson were made clear to the class.
Comments:

_____ 2. The instructor stimulated interest in the course material.
Comments:

_____ 3. The lesson appeared well planned and organized.
Comments:

_____ 4. The instructor encouraged critical thinking and analysis.
Comments:

_____ 5. Explanations were clear and to the point.
Comments:

_____ 6. The climate of the class seemed conducive to learning.
Comments:

_____ 7. The instructor encouraged relevant student involvement in the class.
Comments:

_____ 8. The classroom visitation was at a time when the observer was able to fairly judge the nature and tenor of the teaching-learning process.
Comments:

Overall Rating: _____Satisfactory _____Questionable _____Unsatisfactory

Signed: ______________________________Division Chairperson Date: ________

______________________________Faculty Member Date: ____________

APPENDIX B

Burlington County College

REQUEST FOR APPROVAL OF TUITION REIMBURSEMENT ELIGIBILITY

Section One *(To be completed by employee)*

EMPLOYEE DATA

1. Name ______________________ 2. Social Security Number

3. Department ______________________ 4. Date of Employment ______________________

5. Employee Group: ☐ Administrative ☐ Faculty ☐ Instructional Assistant ☐ Special Project Professional Specialist

COURSE(S) DATA

1. Title of Course ______________________

2. Name of College/University ______________________ Semester: ______________ (Beginning date) ______________ (Ending date)

3. Tuition: ______________ (No. of Credits) @ ______________ (Cost Per Credit) = ______________ (Total Cost)

4. Course is: ☐ Doctorate ☐ Graduate ☐ Undergraduate

I understand that approval of this request, if granted, indicates only that the course(s) indicated above are **eligible** for tuition reimbursement in accordance with applicable procedures. No guarantee of any amount of reimbursement is stated or implied by any approval of this form.

______________________ Signature of Employee ______________ Date

Section Two *(To be completed by employee's immediate administrative supervisor)*

1. The course(s) indicated hereinbefore:
   - ☐ are relevant to the employee's duties at BCC
   - ☐ are **not** relevant to the employee's duties at BCC
2. The employee's position is funded by:
   - ☐ Operating budget monies
   - ☐ Restricted (i.e. grant) monies. If this block is checked, please complete the following:
     - ☐ Restricted funds are available to cover this tuition reimbursement and the account number to be charged is: ______________
     - ☐ Restricted funds are **not** available to cover this tuition reimbursement
3. The aforementioned course(s):
   - ☐ are eligible for tuition reimbursement
   - ☐ are **not** eligible for tuition reimbursement

Section Three *(To be completed by appropriate administrative and executive staff members)*

The course(s) indicated hereinbefore:
- ☐ are approved as being eligible for tuition reimbursement
- ☐ are **not** approved as being eligible for tuition reimbursement.

Intermediate Supervisor(s)

Printed Name	Title	Signature	Date
Printed Name	Title	Signature	Date

Appropriate Executive Staff Member

Printed Name	Title	Signature	Date

Distribution:
1. Both the original and the copy should be submitted by employee to the immediate administrative supervisor.
2. The original and the copy should be forwarded through the parties indicated hereinbefore to the Personnel Department.
3. The Personnel Department will:
   a. Return the original to the faculty member who should retain it and submit it with the other required tuition reimbursement application materials after completion of the course(s)
   b. Retain the copy

Form 0100-028 09/84 (Rev.)

APPENDIX E

EVALUATION

September 30 - First Year Faculty establish objectives.

- Faculty who receive less than a satisfactory evaluation shall submit an interim report concerning corrective measures to chairpersons.

November 15 - First Year Faculty follow-up meeting to renew progress.

January 15 - First Year Faculty--submission of material to Chairperson.

January 30 - First Year Faculty--Chairperson responds.

- First Year Faculty--New objectives established for next academic year.

March 15 - All Faculty submit Annual Reports.

April 15 - Division Chairpersons respond to Annual Report.

- Faculty members establish new objectives

11-13 week - Semesters - Student Course Evaluations

3-5 week- Terms - Student Course Evaluations

APPENDIX E

CHRONOLOGY OF PROMOTION PROCEDURES*

TRACK I

February 1	All interested faculty submit credentials
February 15	Recommendations for promotion sent to the Vice President and Dean of the College for review
March 15	Vice-President and Dean of the College makes recommendations to the President
April 1	President notifies Vice-President and Dean of the College of any unacceptable applications
April 15	Vice President and Dean of the College notifies appropriate Chairperson of President's decision
May 1	Unsuccessful candidates notified by Chairperson
May	Candidates accepted by the President considered by the Board of Trustees at the regular meeting for the month of May
	Decision of the Board announced by the President immediately thereafter.

TRACK II

Approval of Plan	
February 1	Promotion plan submitted to Chairperson for review
February 15	Promotion plan and Chairperson's recommendation forwarded to the Vice President and Dean of the College for further review
March 15	Appropriate division chairperson notified of the Vice-President and Dean of the College's decision

April 15	Candidate notified immediately thereafter. Re-Submission of Plan to Division Chairperson, if necessary

Completion of Plan

February 1	On this date, of any year following the year in which the promotion plan was accepted, candidates for promotion shall present their completed work to their Chairperson for review. If the plan is judged to have been fulfilled, the Chairperson shall then follow due dates identical with those stipulated for Track I. These are given below.
February 15	Recommendations for promotion sent to the Vice President and Dean of the College for review
March 15	Vice-President and Dean of the College makes recommendations to the President
April 1	President notifies Vice-President and Dean of the College of any unacceptable applications
April 15	Vice President and Dean of the College notifies appropriate Chairperson of President's decision
May 1	Unsuccessful candidates notified by Chairperson
May	Candidates accepted by the President considered by the Board of Trustees at the regular meeting for the month of May.
	Decision of the Board announced by the President immediately thereafter.

* In the event the scheduled due date falls on a non-working day, the next working day shall be the date of compliance. This statement shall apply to both Track I and Track II procedures.

APPENDIX E (continued)

NON-REAPPOINTMENT

2nd Year Contract	March 15 of First Year
3rd Year Contract	February 15 of Second Year
4th Year Contract	February 15 of Third Year
5th Year Contract	February 15 of Fourth Year
6th Year Contract	February 15 of Fifth Year

APPENDIX E (continued)

TENURE REVIEW

December 1	- Tenure Review
	- VPDC transmits recommendations of Tenure Review Board to the President.
	- Recommendations scheduled for January Board Meeting.
January	- Candidate for Tenure considered at the January Board Meeting (usually the third Tuesday).

REFERENCES

A. Individual Employment Contract

B. Board Policy #126

C. Sabbatical Leave Form

D. Demand and Return System

E. Administrative Procedure #209

The Reference material included in this agreement is done as a convenience to all concerned. These reference sections have not been the object of negotiations by the parties.

****

REFERENCE A

BURLINGTON COUNTY COLLEGE

EMPLOYMENT CONTRACT: FULL-TIME FACULTY

THIS CONTRACT entered into by and between Burlington County College, a Body Corporate, Pemberton-Browns Mills Road, Pemberton, New Jersey 08068 (hereinafter called the "College") and ______________________________ (hereinafter called the "Employee") shall become effective on the date hereinafter provided.

WITNESSETH:
It is hereby mutually agreed to between the College and the Employee as follows:

1. Position Description and Term of Employment

The Employee shall serve in the position of Faculty Member, with the Academic Rank of ____________________, in the College in the ____, and under the control of the College Board of Trustees, which position is a(n) ____month position. Employee shall begin service on ____________________, 19___, and shall be employed until ____________________, 19___, both inclusive, said period constituting Employee's "working period".

2. Salary

In consideration of said services, the employee shall be compensated at the base salary rate of $____________, per _____month year, prorated for said Employee's actual services during the above-described working period. Such compensation shall be payable during said Employee's working period according to prevailing College payroll procedures; provided, that if Employee's actual working period is shorter in duration than the number of months of the position as indicated in Paragraph 1, Employee's actual earnings shall be in the same proportion to the above-cited salary rate as said Employee's actual working period is to the number of months in the position.

3. Conditions Precedent

The Employee agrees that the following shall be conditions precedent to the employment provided herein and that documentation indicating compliance with such conditions shall be on file with the proper agency of the Board of Trustees before any payments for services under this contract shall be made.

a. None
b. None
c. None

4. Term and Status of Employment, Qualifications, Duties, Observation of Rules

The Employee hereby agrees to the term and status of the Employee's employment as hereinbefore set forth. The Employee having represented and the College having relied thereon that she/he is duly qualified to serve in the capacity or capacities designated shall perform such related duties as the Board of Trustees, President of the College, and their authorized representatives shall direct, and shall observe and enforce all of the rules prescribed for the College by the Board of Trustees.

5. Laws, Rules, Regulations

This contract shall be governed in accordance with all applicable laws of New Jersey, the lawful rules and regluations of the Board of Higher Education, the rules and policies of the Board of Trustees, the Administrative regulations and procedures of the College, and the provisions of the Collective Agreement by and between the Board of Trustees of the Burlington County College and the Burlington County College Faculty Association, all of which are hereby made a part of the terms and conditions of this contract as if fully stated herein.

6. Signature and Return of Contract

If the Employee does not sign and return the original and two (2) copies of this employment contract to the College Personnel Department within sixteen (16) calendar days of the date of issuance hereinafter specified, the College may interpret that:

a. In the case of a reappointment contract, that reappointment is not desired and that the Employee has resigned from her/his position at the College.

b. In the case of initial employment, that the Employee is declining said employment.

c. In the case of supplemental employment, that the Employee is declining said supplemental employment.

Exceptions may be made upon written request for extension. Any such requests should be addressed to the President of the College and submitted to thte Personnel Department. The request must include a specific date by which the individual will submit the contract; said date shall not be more than ten (10) calendar days beyond the original due date hereinafter specified unless otherwise agreed to by the President of the College. Any extensions which may be granted by the President of th. College will be in writing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their signatures on the dates hereinafater provided.

Date contract issued to employee by Personnel Department
Date______________
Initials__________

BURLINGTON COUNTY COLLEGE

By:________________________
Employee

Date signed and date this contract is entered into by the College and the Employee______________

Date signed contract due in College's Personnel Department
____
(unless modified in accord with Paragraph 6)

____
President of the College

Date Signed________________

- -

NOTE: 8 and 10 Month Employees Only: Selection of 10 or 12 Month Payment Schedule

1. Eight (8) and ten (10) month employees have the option of receiving payment of base annual salary on a 10 or 12 month basis.
2. Consider your choice carefully as the College cannot change your method of payment once you have selected an option.
3. Please indicate your choice below by checking the appropriate box:

_____ 10 Month _____ 12 Month

REFERENCE B

Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty) Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

Faculty personnel at Burlington County College may be roughly divided into two categories, with respect to performance, service, and time given for professional improvement. First, there is a body of faculty who teach, serve the college and community, and choose to spend a considerable amount of time working on advanced degrees, with the goal of eventually attaining a doctoral degree. Second, a number of faculty who also teach and serve the college and community choose to spend a large portion of their time developing new programs and courses and pursuing highly specialized studies, but not necessarily as part of the requirements for an advanced degree (such as advanced engineering certificates). In general, personnel in category two more often than not are in the field of career programs.

Both categories of faculty make equally important contributions to the College, and the purpose of this revised policy is to give equal recognition to both categories, and to provide a means for advancement in rank commensurate with the contributions of each. Thus, this policy provides two tracks for advancement in academic rank.

Regardless of the track chosen, however, the following applies to both:

Promotion in academic rank is given in recognition of exceptional professional accomplishments and distinguished service to the College and its mission. Satisfactory work, as contrasted with exceptional or outstanding work, is not a recommendation for promotion, especially to the senior ranks of Associate Professor or Professor.

Eligibility for promotion--regardless of the track chosen--is first based on time in grade and cumulative experience. No one is eligible for promotion until the time factors listed below have been met.

Academic Rank	Cumulative Length of Relevant College Experience
Instructor	0
Assistant Professor	3
Associate Professor	6
Professor	9

Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty) Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

Track I

Faculty who choose to seek advancement in academic rank based on successful teaching*, service to the College and community, and the accumulation of formal coursework leading to advanced degrees, must meet the following criteria:

Rank	Educational Preparation
Assistant Professor	Masters degree and 15 credit hours of relevant course work
Associate Professor	Masters degree and 15 credit hours of relevant course work beyond requirements for Assistant Professor - Total of 30 relevant credit hours.
Professor	Doctoral degree or 15 hours of relevant course work beyond requirements for Associate Professor - Total of 45 relevant credit hours - and instructional efforts at Burlington County College of the originality, scope, and quality required of a doctoral dissertation. This work will stand in place of a dissertation, but evaluation of that work requires the opinion of two consultant-evaluators from outside the BCC faculty or staff.

*Teaching is a generic term which is applicable to the work of all faculty personnel.

In addition to fulfilling the minimal requirements for professional experience and educational preparation, promotion from one rank to another requires demonstrable proof of exceptional,

1) mastery of professional work, and

2) contributions to the college, the profession, and the community

Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty) Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

In accordance with Administrative Procedure 804--Procedure for Awarding Continuing Education Units (CEU)--credit towards promotion will be given for application to the following ranks, at the following rates.

Rank	CEU Credit
Assistant Professor	50% of the 15 credit hours beyond a masters degree (i.e., 22.5 CEUs).
Associate and Full Professor	50% of the 30 and 45 credit hours (respectively) beyond a masters degree (i.e., 45.0 and 67.5 CEUs).

3 CEU's shall be equated to one graduate school credit.

The following is a list of illustrative factors which may be taken into consideration when assessing "exceptional professional accomplishments and distinguished service to the College and its mission". This list should not be considered exhaustive; others may apply.

*a) Instructional development as specified by prevailing College philosophy. Any consideration of this factor, however, must address the question of course validation.

b) Introduction of new programs and the collateral work necessary to bring about results. Work with grant programs will be accepted.

c) Authorship of articles and books of acknowledged academic merit.

d) Assistance to colleagues in one or more areas of professional responsibility.

e) Leadership in college-related activities apart from the direct purpose of employment.

f) Leadership in community service.

g) Leadership and contributions to one or more professional organizations.

*h) Student and supervisory evaluation of effectiveness.

*a) and h) are required for the classroom teaching faculty.

While other considerations may be taken into account, a composite of exceptional accomplishments and contributions such as those listed above should form the basis for advancement in academic rank.

Track II

Track II is open only to faculty who are seeking promotion to the senior ranks of Associate Professor or Professor.

Faculty choosing this track as a means of promotion are required to execute a performance contract in advance, which must in turn be approved by the Chairperson, the Dean of Academic Affairs, and the Vice-President and Dean of the College.

The contract must be in the nature of a plan, designed to address the combined issues of service to the College, the community, and professional development, of the contractor. It is anticipated that service to the college will be the dominant feature of the contract, and it is also anticipated that contracts will be multi-years in length. It is also acknowledged that any contract will contain a large measure of activities specifically related to individual interest, and because an avowed purpose of this policy is to bring equity to the promotions process, consideration of past accomplishments may be taken into account. However, Track II should not in any way be construed solely as a means of recognizing past accomplishments. Contributions of the present and for the future will be given predominant weight in importance and evaluation.

The following is a list of illustrative activities which might be used as a guideline for preparing a contract. This list is not exhaustive either; other factors may apply.

1. Development of instructional programs which significantly contribute to the liquidity of the College's financial stability, while simultaneously maintaining high academic standards.

Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty) Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1973

Evaluation: cost analysis data, student evaluations, program review by the Chairperson.

2. Compensated leave. All types and time intervals, from several weeks to two years.
   a. Scholarly or creative work leading to publication or other exposure to an appropriate critical audience.
   b. A coherent and well-defined program of individual study beyond the masters degree which will sharpen, renew, or extend the faculty member's competency in his field.
   c. Experiences away from the College which will significantly widen the faculty member's horizons.

   Evaluation: written document or visual evidence of a contribution in the field.

3. Non-compensated leave. All types, and time intervals, from several weeks to two years.

   Evaluation: approval in advance by the division and College will be prima facie evidence that the leave is of significance to the professional development of the faculty member.

4. Theoretical research. Any in the broad field of education.

   Evaluation: creation of a research model and implementation of the design, or funding, or acceptance by the department chairman. Published reports of the research.

5. Applied research. Any in the broad field of education.

   Evaluation: creation of a research model and implementation of the design, or funding, or acceptance by department chairman. Published reports of the research.

6. Book publication. In the broad field of education.

   Evaluation: published book, a contract with a publisher, or written materials in progress.

7. Journal and other professional articles. In the broad field of education.

   Evaluation: published articles

8. Research reports and syllabi. In the broad field of education.

   Evaluation: written document, or acceptance by a sponsoring agency.

9. Unpublished works, papers, and speeches of significance.

   Evaluation: evidence of accomplishment and approval by the department chairman.

10. Directed research involving other individuals. In the broad field of education.

    Evaluation: published results, or adoption and implementation by one or more educational agencies.

11. In-progress written reports or manuscripts. In the broad field of education.

    Evaluation: evidence of progress with a time-line for completion and approval by the department chairman.

12. Professional consulting which increases the level of competence of educators in the field thus making a contribution to education.

    Evaluation: department chairman and faculty member agree. Proof rests upon the faculty member.

13. Professional service--national, state, and local educational organizations; committees serving the college. (Maintenance committees in the department and college and membership in a professional organization is a normal expectation of all members of the faculty).

    Evaluation: appointment and service, approved by the department chairman.

14. Major curriculum planning and revision.

    Evaluation: recognized by the department chairman and the Academic Dean. Recognized by the department, or a written plan with developed materials.

15. Attendance and participation in major professional conventions and workshops.

    Evaluation: approved by the department chairman.

16. Effecting major administrative changes in organizational patterns, models, program thrust, within the department or college.

    Evaluation: approved by the department chairman.

17. Preparation and implementation of grants from external sources.

    Evaluation: program success, measured in terms of cost effectiveness, academic standards, and review by Division Chairperson.

18. Any factors chosen from the Track I list (a-h) which may be found relevant to the candidate's contract.

    Evaluation: written documentation.

Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty) Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

While Track II provides an option to promotion in academic rank outside the more narrowly proscribed means in Track I, Track II should not be viewed as a "short cut" to promotion in academic rank. The review and adjudication process will be very carefully controlled, and candidates applying under the provisions of this track must indeed have impressive records of exceptional professional accomplishments and distinguished service to Burlington County College and its mission.

Approved by: Harmon B Pierce

Malcolm P. Pennypacker,
Chairman

Harmon B. Pierce,
Secretary

REFERENCE C

SABBATICAL LEAVE APPLICATION

DATE: ______________________________

NAME OF APPLICANT: ______________________________

DIVISION: ______________________________

SABBATICAL DATE:

BEGINNING: ______________________________

ENDING: ______________________________

1. GENERAL STATEMENT OF PURPOSE:

2. SPECIFIC ACTIVITIES:

3. PERSONAL DEVELOPMENT:

4. BENEFIT TO COLLEGE:

As stipulated by the Collective Agreement, the salary rate for the time requested is __________full salary; __________two-thirds salary;_______ one-half salary; __________other. (Check One)

My present salary is $_________on the basis of __________months.

My salary upon return from leave will be determined as follows:

____

I have been a member of the faculty at Burlington County College for ______ consecutive years at the academic rank as follows for the year indicated.

(Rank)	(Year)

My previous Sabbatical Leaves while serving at BCC have been as follows:

If granted a Sabbatical Leave, I hereby agree to abide by the terms of this leave agreement as well as those in the Collective Agreement in force.

Signature

Date

APPROVALS

Chairperson

President

Page R14 was not included in the original document and is therefore not included in this reproduction.

otherwise shall make a good faith effort to communicate to nonmembers in the negotiating unit the contents of said notice. Steps likewise shall be taken by the Association to inform promptly any nonmember who first becomes subject to a representation fee agreement after the aforesaid posting or other communication of his or her rights in this regard.

III. Request for Rebate

A. A nonmember may request a rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than 30 days after the nonmember first paid any portion of the representation fee or knew or reasonably should have known of his or her right to request a rebate, whichever is later.

B. The written statement shall include:

1. a statement by the nonmember that he or she is not a member of the Association;
2. whether the request for a rebate is based on expenditures for political activity and/or member only benefits; and
3. the name, address, and employment position of the nonmember.

C. If the written communication does not contain the above information, it shall be returned to the nonmember with appropriate instructions for resubmission. For purposes of timeliness, the date of the initial communication shall be determinative.

IV. Acknowledgement of Request for Rebate

The Association shall send to each nonmember who requests a rebate, a written communication informing him or her that;

a. the request for a rebate has been received;

b. the amount of the preliminary rebate, if any, has been placed in an escrow account; and

c. the final rebate to which he or she is entitled, if any, will be sent to him or her after the end of the fiscal year in question.

V. Notification of Final Rebate

A. Not more than 30 days after the end of the fiscal year in question, the Association shall send to each nonmember who requested a rebate, a written communication which indicates:

1. whether there is a final rebate, and if so, a check for the appropriate amount shall be included;
2. the reason for any difference between the preliminary and final rebates; and
3. the steps to be taken by a nonmember in order to challenge the absence or amount of a final rebate.

B. Any final rebate paid to a nonmember who has paid a representation fee for less than an entire fiscal year shall be proportionately reduced.

VI. Challenge to Final Rebate

A. A nonmember may challenge the absence or amount of a final rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than 10 days after the nonmember received a written communication from the Association pursuant to Section V above. The Association shall contact the nonmember who files such a challenge and attempt to dispose of it informally.

B. If the challenge is not disposed of to the satisfaction of the nonmember pursuant to paragraph A above, he or she may refer the challenge to the Regional Review Panel by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not later than 10 days after the nonmember sent a written communication to the Association challenging the final rebate. The Regional Review Panel shall take such steps as it deems appropriate to dispose of the challenge, provided that:

1. the nonmember and/or his or her representative shall have the right to submit written material and present oral argument to the Regional Review Panel; and
2. the burden of demonstrating that no part of the unrebated representation fee was used for political activity or member only benefits shall be upon the Association.

The Regional Review Panel may, at its option, consolidate two or more challenges into a single proceeding.

C. The Regional Review Panel shall render its decision not more than 30 days after the nonmember sent a written communication referring the challenge to it. Each nonmember who filed a timely challenge to the final rebate shall be sent a copy of the decision of the Regional Review Panel.

D. The Regional Review Panel may increase but not decrease the final rebate. If the Regional Review Panel increases the final rebate, each nonmember who filed a timely challenge to the final rebate shall be sent any additional amount to which he or she may be entitled.

E. If a nonmember is not satisfied with the decision of the Regional Review Panel, he or she may refer the challenge to the Board in accordance with the rules of the Board.

VII. Compliance with Law

If any provision of this demand and return system is contrary to federal or state law, such provision shall be deemed amended as may be necessary to comply with said law, but all other provisions shall continue in full force and effect.

NEW JERSEY EDUCATION ASSOCIATION

180 W. State St. ☐ P.O. Box 1211 ☐ Trenton, New Jersey 08607 ☐ Tel: (609) 599-4561

REFERENCE E

Burlington County College

ADMINISTRATIVE PROCEDURE

Title: Faculty Retraining for Faculty Positions

No. 209

Date: March 21, 1985
Supercedes:

A. Application

Initiation of application for discipline retraining may come from one of two sources as follows:

1. A faculty member's division chairperson may notify a faculty member in writing of impending enrollment declines and recommend discipline retraining.
2. A faculty member may apply in writing for discipline retraining to her/his current Division Chairperson and the Chairperson of the Division that has the discipline in which the faculty member wishes to retrain (if different from current division).

B. Application Review Process

1. Divisional Discipline Retraining Committee
    a. A committee consisting of the Division Chairperson and senior faculty in the discipline to which the faculty member desires retraining will review the written discipline retraining request.
    b. Responsibilities of the Committee include the following:
        (1) Reviewing the teaching credentials and experiential and other background factors of the applicant;
        (2) Examining intra-divisional teaching assignments within the faculty member's current division;
        (3) Examining inter-divisional teaching possibilities with appropriate divisions;
        (4) Interviewing the applicant;
        (5) If approve the application, preparing and forwarding to the College-Wide Divisional Discipline Retraining Committee a recommended retraining plan including any recommended graduate courses which the individual should take, any other measures which the faculty member should take for discipline retraining, and a recommended timetable for the completion of the plan;

Burlington County College

ADMINISTRATIVE PROCEDURE

Title: Faculty Retraining for Faculty Positions

No. 209

Date: March 21, 1985
Supercedes:

(6) If disapprove the application, forward the application materials to the College-Wide Retraining Committee which will review the application materials and:

(a) If agree with the recommendation for disapproval submitted by the Divisional Discipline Retraining Committee, notify the applicant and the Divisional Discipline Retraining Committee that the application is denied;

(b) If disagree with the recommendation for disapproval submitted by the Divisional Retraining Committee, review the matter with the Divisional Discipline Retraining Committee. If after such review the College-Wide Discipline Retraining Committee decides to:

(a) Agree with the recommendation for disapproval submitted by the Divisional Discipline Retraining Committee, it will notify the applicant and the Divisional Discipline Retraining Committee that the application is denied.

(b) Disagree with the recommendation for disapproval submitted by the Divisional Discipline Retraining Committee, it will so notify the Divisional Discipline Retraining Committee and direct that a discipline retraining plan and timetable for completion of same be developed and submitted to the College-Wide Discipline Retraining Committee.

2. College-Wide Discipline Retraining Committee

a. The College will discuss with the Faculty Association, through the joint Faculty-Administration College-Wide Discipline Retraining Committee, retraining programs prior to the implementation of any such plans.

b. Membership will include three (3) faculty members appointed the Faculty Association and three (3) administrators appointed by the Vice President and Dean of the College. The non-voting Chairperson of the Committee will be the Vice President and Dean of the College. The Director of Personnel Affairs/ Chief Negotiator will serve as a non-voting, ex-officio member.

c. The Committee will review submitted retraining applications and the recommended retraining plan and timetable for completion of same prepared by the Divisional Discipline Retraining Committee.

d. The Committee could recommend amendation of the plan to the Divisional Discipline Retraining Committee and the applicant indicating that a modified plan could be submitted for reconsideration by the College-Wide Discipline Retraining Committee.

e. The Committee will then notify the retraining candidate and the appropriate Division Chairperson(s) of its decision to recommend approval or disapproval of the plan to the President of the College.

f. The discipline retraining applicant and the appropriate Division Chairperson(s) must accept or reject, in writing, any discipline retraining plan recommended for approval by the College-Wide Discipline Retraining Committee.

3. President of the College

a. Any plan recommended by the College-Wide Discipline Retraining Committee will be reviewed by the President of the College who will approve or disapprove such plan.

b. In the case of disapproval, the President will notify the Vice President and Dean of the College of such disapproval. The Vice President and Dean of the College will then notify the College-Wide Discipline Retraining Committee, the Divisional Discipline Retraining Committee, the division chairperson, and the discipline retraining applicant of the decision of the President.

c. If the President approves the plan, she/he will forward her/his recommendation to the Board of Trustees which will give final approval or disapproval.

Title: Faculty Retraining for Faculty Positions

No. 209

Date: March 21, 1985
Supercedes:

4. Board of Trustees

   a. The Board of Trustees will review all retraining programs recommended by the President of the College.

   b. The President of the College will notify the Vice President and Dean of the College of the approval or disapproval by the Board of Trustees of the plan. The Vice President and Dean of the College will notify the College-Wide Discipline Retraining Committee, the Divisional Discipline Retraining Committee, the division chairperson, and the discipline retraining applicant of the decision of the Board of Trustees.

   c. Decisions of the Board shall be final and binding upon all parties.

AGREEMENT
BETWEEN
BOARD OF TRUSTEES
OF
CAMDEN COUNTY COLLEGE
AND
CAMDEN COUNTY COLLEGE
FACULTY ASSOCIATION

JULY 1, 1986 - JUNE 30, 1988

361

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	RECOGNITION	1
II	CONSULTATION	1
III	ASSOCIATION-BOARD RELATIONS	2
IV	ASSOCIATION-BOARD RIGHTS	5
V	STATEMENT ON ACADEMIC FREEDOM	6
VI	PROFESSIONAL CODE OF ETHICS	7
VII	FACULTY RIGHTS	8
VIII	FACULTY RESPONSIBILITIES	9
IX	ACADEMIC CLASSES AND GRADING	10
X	MISCELLANEOUS CONDITIONS OF EMPLOYMENT	14
XI	GRIEVANCE PROCEDURE	16
XII	EMPLOYMENT, RETENTION AND REEMPLOYMENT	19
XIII	PROMOTIONS	20
XIV	SABBATICAL LEAVE	22
XV	QUALIFICATIONS FOR ACADEMIC RANK	24
XVI	DISCIPLINE CHAIRPERSONS AND PROGRAM COORDINATORS	25
XVII	RESIGNATION, SUSPENSION,DISMISSAL AND RETIREMENT	28
XVIII	PROFESSIONAL EVALUATIONS	29
XIX	PERSONNEL FILES	30
XX	FACULTY FACILITIES	31
XXI	PROTECTION OF FACULTY AND PROPERTY	32
XXII	SALARY POLICY	32
XXIII	FRINGE BENEFITS	33
XXIV	LEAVES OF ABSENCE	34
XXV	COLLEGE GOVERNANCE	36
XXVI	NEGOTIATIONS PROCEDURES	43
XXVII	APPLICATION OF PROVISION OF THIS AGREEMENT	44
XXVIII	DURATION OF AGREEMENT	44

ARTICLE I

RECOGNITION

A. The Board of Trustees, hereinafter referred to as the "Board", hereby recognizes the Camden County College Faculty Association affiliated with the New Jersey Education Association, hereinafter referred to as the "Association", as the sole collective bargaining agent and as the majority representative as defined in the New Jersey Public Laws of 1968, Chapter 303, as amended by the New Jersey Public Laws of 1974, Chapter 123, for all full-time faculty presently employed or hereafter employed by the Board.

B. The term "faculty", or "faculty member", as herein used shall apply to the employees in the bargaining unit under full-time contract possessing academic rank and shall include the following:

1. Discipline Chairpersons
2. Program Coordinators and Directors
3. Coaches
4. Director of Dental Auxiliary Programs

C. The words "he", "his", etc. shall be construed to include both male and female gender in this agreement.

D. The Director of Dental Auxiliary Programs shall continue to be a member of this unit. It is understood and agreed that this in no way alters, changes, or effects in any manner his individual contract with the Board.

E. If a new position or job title is created which involves no substantial changes in the duties and responsibilities of an eliminated position or job title, and the eliminated position or job title belonged in the bargaining unit, then the new position or job title shall be in the unit.

ARTICLE II

CONSULTATION

A. GENERAL FACULTY-ADMINISTRATION MEETINGS

1. Three (3) teaching days prior to a General Faculty-Administration meeting, the agenda as well as a copy of all College Committee reports to be discussed, including minority or dissenting reports, if such opinions exist, shall be distributed to all concerned.

2. Faculty wishing any materials or suggestions for such a meeting may submit their requests or recommendations to the College President or his designee five (5) teaching days prior to said meeting and the material shall be distributed along with the agenda of the meeting.

3. Minutes shall be distributed to all faculty members and administrators prior to the next General Faculty meeting.

B. DISCIPLINE MEETINGS

1. Shall be scheduled not more than once per month and held on the first Tuesday of the month, unless the majority of the discipline vote otherwise.

2. An agenda shall be distributed to all members at least three (3) days in advance of the meeting.

3. All expenditures from the discipline proposed budget for the next fiscal year receive approval at this meeting, prior to submission for approval to the Academic Dean.

4. Items will be placed on the agenda of the meeting upon the request of any faculty member.

5. If necessary, the College President or his designee may call an additional meeting.

C. CONSULTATION WITH THE COLLEGE PRESIDENT

The Board and the Association agree that the College President or his designee and the Association President, as the representative of the College Faculty, are to meet at least once per week at a mutually convenient time and place for the purpose of discussing faculty views, requests, and other mutual concerns so as to foster good Faculty-Administration relations.

ARTICLE III

ASSOCIATION-BOARD RELATIONS

A. BOARD

1. Upon request the Board shall make available to the Association any material, information, statistics, and/or records which are relevant to negotiations or to the proper enforcement or implementation of this agreement. Public information and minutes of Board meetings shall be available to the Association. The agenda shall be furnished to the Association President in advance.

2. The Board hereby agrees that all full-time faculty members shall have the right to freely organize, join and support the Association for the purpose of having it represent their interest to the Board for engaging in collective bargaining over salaries, terms and conditions of employment, rules affecting working conditions, grievances, and for other activities for mutual aid and protection.

3. As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board for itself and its representatives, undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any faculty member in the enjoyment of any rights conferred by the laws of New Jersey or the Constitution of New Jersey and of the United States; that it will not discriminate against any faculty member with respect to hours, wages, rules affecting working conditions, any terms or conditions of employment, hiring, tenure or continuity of employment or in promotional opportunities by reason of his membership in the Association, his participation in any activities of the Association, or collective bargaining with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement.

4. The Board and the Association agree that the provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status, handicapped or veterans' status, or membership or participation in any scientific or professional organization.

5. No recording devices shall be used at meetings between members of the Association and members of the College Administration and/or Board without the written consent of all the parties.

6. Members of the bargaining unit who are either engaged in or who are considering securing outside employment are required to read the Department of Higher Education's Regulations and Guidelines governing outside employment which is available in the Office of the College President or his designee, and the Academic Deans.

B. DUES CHECKOFF, AGENCY SHOP AND OTHER DEDUCTIONS

1. The Board will deduct from the pay of each member of the bargaining unit from whom it receives written authorization to do so, the stated amount of monthly Association dues. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each and a list of Association members who have authorized such deductions, and from whom no deductions were made, shall be forwarded to the Association's President no later than seven (7) days after the deductions were made.

2. Other deductions from any faculty member's salary shall be made when arranged between the Administration of the College and the Association and when authorized in writing by the faculty member.

3. The Association President shall submit to the Dean of Personnel and Labor Relations a list of names of members covered by this contract who are currently dues paying members. The College, in compliance with State law and this Agreement, will deduct from non-Association members in this bargaining unit a representative fee equal to eighty-five per cent (85%) of the amount set for Association members (this amount will be determined by the Association treasurer and is to be paid by payroll deduction). The Association shall indemnify, defend, and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon deduction authorization forms submitted.

4. It is agreed by the parties to this agreement that the Board shall have no other obligation or liability, financial or otherwise (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once funds deducted are remitted to the Association the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.

C. ASSOCIATION

1. The Association shall indemnify and save the Board (and College) harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

2. The Association, being the majority representative of the faculty of Camden County College, shall be entitled to act for and to negotiate agreements covering all employees in the unit, and shall be responsible for representing the interests of all such employees without discrimination and without regard to a faculty member's organization membership.

3. Proposed new rules or modifications of existing rules or policies governing working conditions shall be negotiated in good faith with the majority representative before they are established.

4. The Association and the College President or his designee shall jointly plan and develop the faculty orientation, the in-service programs for faculty and the faculty handbook.

5. If the Board should subsequently create new positions, and if the parties cannot agree whether the position should be included within the unit, the final decision will rest with the New Jersey Public Employment Relations Commission.

6. Upon request from the Association to the appropriate administrative officer of the College, such administrative officer of the College shall discuss with the appropriate representative of the Association of the advisability of transmitting an administrative directive concerning any provision of this Agreement. A copy of such shall be sent to the Association President who will be responsible for posting the directive and informing the membership.

ARTICLE IV

ASSOCIATION-BOARD RIGHTS

A. ASSOCIATION RIGHTS

1. Association representatives shall be accorded the right to speak and ask questions at Board Meetings and may be placed on the agenda by notifying the College President on or before the day of the meeting in order to present the views of the Association on topics or discussions concerning the Association.

2. The Association and its representatives shall have the right to use College facilities, without charge, for meetings and related purposes when said use does not interfere with the operation of the College. At least a continuous one hour and forty-five minute time period per month shall be scheduled to conduct Association business. A 3:30 p.m. to 5:15 p.m. time period on the second Thursday of each month is recommended. No faculty member shall be required to take an assignment during those hours unless that course is the only one available to complete that faculty member's teaching schedule.

3. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times.

4. The Association shall have the right to use College facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all types of audio-visual equipment in accordance with past practices and existing copyright laws. Application (verbal or written) will be made to the College President or his designee and reimbursement for costs will be made by the Association to the College.

5. The Board shall equip each faculty lounge with a bulletin board, and a refrigerator. The Association shall have the right to post notices of its activities and matters of Association concern on faculty bulletin boards. The Association may use the College mail service and faculty mailboxes for communications to faculty, including faculty-wide distribution.

6. Wilson East-215 shall be the assigned faculty office of the Association President, and shall be deemed to be the office of the Association. The Board agrees to assign no other faculty member to said office. The Association may install necessary equipment in said office.

7. Whenever any representative of the Association or any faculty member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities.

8. If the Association requests a work load reduction of three (3) credits per semester for the Association President at no cost to the College, the College will grant such a request. It is understood and agreed that the salary of the President of the Association will be reduced proportionately. It is further understood that the Association will give the College sufficient notice to comply.

9. Upon request, the Association President or his designee shall be provided with copies of all faculty schedules from the office of the Academic Dean.

10. Conference rooms shall be made available to the Association for use by its committees.

B. BOARD RIGHTS

The Board has the responsibility and the authority to manage and direct in behalf of the public and itself all the operations and activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.

ARTICLE V

STATEMENT ON ACADEMIC FREEDOM

Academic freedom and its attendant responsibilities are essential to the fulfillment of the purposes of the College. Consistent with this statement:

A. Faculty members shall have the unrestricted freedom in the classroom to discuss such topics as are relevant to their subject.

B. There shall be no censorship of library material.

C. Faculty members are entitled to freedom in research and in publication of the results that are connected with their academic duties.

D. Faculty members are entitled to freedom in the selection of textbooks, audio-visual aids and other teaching aids used for instructional purposes in their classroom.

E. Faculty members shall select the method or approach to teaching utilized in their classrooms.

ARTICLE VI

PROFESSIONAL CODE OF ETHICS

The Board and the Association subscribe to the concepts of Professional Ethics as follows:

A. The professor, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognized the special responsibilities placed upon him. His primary responsibility to his subject is to seek and to state the truth as he sees it and to this end, he devotes his energies to developing and improving his scholarship competence. He accepts the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. He practices intellectual honesty and, although he may follow subsidiary interests, these interests must never seriously hamper or compromise his freedom of inquiry.

B. As a teacher, the professor encourages the free pursuit of learning in his students and holds before them the best scholarly standards of his discipline. He demonstrates respect for the student as an individual, adheres to his proper role as intellectual guide and counselor, makes every reasonable effort to foster honest academic conduct and to ensure that his evaluation of students reflects their true merit. He respects the confidential nature of the relationship between professor and student, avoids any exploitation of students for his private advantage and acknowledges significant assistance from them. He protects their academic freedom.

C. As a colleague, the professor has obligations that derive from common membership in the community of scholars. He respects and defends the free inquiry of his associates and in the exchange of criticism and ideas he shows due respect for the opinions of others. He acknowledges his academic debts, strives to be objective in his professional judgment of colleagues and accepts his share of faculty responsibilities for the governance of his institution.

D. As a member of the institution, the professor seeks above all to be an effective teacher and scholar. Although he observes the stated regulations of the institution, provided they do not contravene academic freedom, he maintains his right to criticize and seek revision if necessary. He determines the amount and character of the work he does outside the institution

with regard to his paramount responsibility within it. When considering the interruption or termination of his service, he recognizes the effect of his decision upon the program of the institution and gives due notice of his intentions.

E. As a member of an academic community, the professor has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his subject, students, profession and institution. When he speaks or acts as a private person, he avoids creating the impression that he speaks or acts on behalf of his college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

ARTICLE VII

FACULTY RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any faculty member rights he may have under the General School Laws of the State of New Jersey, or other applicable laws and regulations. The rights granted to faculty herein shall be deemed to be in addition to those provided elsewhere.

B. Faculty shall be entitled to full rights of citizenship and no religious or political activities of any faculty member or the lack thereof shall be grounds for any discipline or discrimination with respect to employment of such faculty. The private and personal life of any faculty member is not within the appropriate concern or attention of the Board.

C. When written charges are placed against a faculty member by the administration or a faculty member, or a faculty member is required to be in attendance at an investigatory interview, then a conference will be arranged by the administration within two (2) working days for a discussion. A faculty member is entitled to representation at such conference.

D. A faculty member not scheduled for classes or other duties specified in this Agreement shall not be required to be present at the College.

E. A faculty member's work load shall span no more than five (5) consecutive days. Any extension of this time shall be by mutual agreement of the faculty member concerned and the College Administration. Nothing herein precludes some faculty members from being scheduled less than five (5) days.

F. Faculty shall be free to exchange teaching assignments, provided that the transferees are qualified to teach the course and subject to the sole approval of the Administration.

ARTICLE VIII

FACULTY RESPONSIBILITIES

A. ACADEMIC YEAR

1. The College has established an academic year for faculty members consisting of thirty-two (32) weeks divided into two (2) sixteen (16) week semesters each of which shall include the time allocated for final examinations.

2. The period between the Fall semester and the Spring or second semester is designated as "semester break" for all faculty members and they are not required to perform any teaching or non-teaching duties.

B. TEACHING LOAD

The normal teaching load for each full-time faculty member shall be fifteen (15) credit hours per semester, with a maximum of thirty (30) credit hours per academic year, subject to the following exceptions:

> Full-time faculty in the Secretarial Science, Science, Technology, and Physical Education fields may be assigned up to eighteen (18) contact hours per semester with a limit of thirty-six (36) contact hours per academic year.

C. OFFICE HOURS

1. Within the first five (5) working days of each semester a faculty member shall post in a conspicuous area and manner his current office hours. Each faculty member shall maintain four (4) office hours per week for consultation with students. A faculty member will be expected to be present in his office during the posted office hours and if a student's schedule conflicts with the faculty member's office hours, a mutually agreeable time may be established for consultation.

2. Faculty members shall maintain and post one (1) office hour per week during the summer session(s) they teach.

D. FACULTY ADVISING

1. Where possible, faculty advisors shall be assigned to students based upon the academic area of the faculty member concerned. Such assignments will be made so as to serve the best interests of the student and will be in effect for the academic life of the student unless either the faculty member or the student requests a change.

2. The maximum number of advisees that a faculty member shall have will be thirty-four (34).

E. FACULTY RESPONSIBILITIES

Each faculty member shall be responsible for the following:

1. To attend discipline/program meetings.
2. To hold classes as scheduled.
3. To start classes on time and conduct class for the full scheduled time period.
4. To comply with all safety regulations including but not limited to fire regulations and smoking regulations.
5. To attend all in-service functions.
6. To turn in grades as scheduled.
7. To attend meetings of the General Faculty unless absence has previously been approved by the Academic Dean.
8. To attend College Committee Meetings.
9. New faculty members to attend all orientation functions.
10. To provide students with a written statement of course requirements and expectations.
11. To retain all course documentation for a period of not less than three (3) years upon the completion of the course.
12. To observe the approved course syllabus.

ARTICLE IX

ACADEMIC CLASSES AND GRADING

The provisions of this article shall be subject to the sole approval of the Administration.

A. SCHEDULING OF COURSES

1. The selection of courses and sections shall be determined by the mutual agreement of the appropriate full-time faculty of the department/program and their immediate supervisor.

2. If there is no mutual agreement, preference in the selection of courses and sections shall be assigned on a semester rotation basis among the qualified members in that academic discipline/program. The rotation shall continue from the previous contract for the duration of this contract.

3. All faculty assignments shall be subject to the approval of the College President.

B. SCHEDULING OF OVERLOADS

1. Overloads and summer positions shall be assigned with first priority to full-time qualified department/program members requesting them.

2. Overload assignments are voluntary. No full-time department/program members shall be assigned more than two (2) overloads during the Fall or Spring semesters. Courses will be selected by discipline/program members in accordance with the rotation system and continue until each member who desires a course has had an opportunity to teach one. The process will continue until either all the courses are covered or all discipline/program members refuse any further assignments.

3. Physical Education faculty may be assigned up to six (6) contact hours of overload per semester.

C. SCHEDULING OF SUMMER SESSION COURSES

1. The summer session consists of three sessions: the first five (5) week session, the eight (8) week session and the second five (5) week session.

2. Since the first five (5) week session and the eight (8) week session usually begin together, courses for these sessions will be placed in a common pool.

3. Courses will be selected by discipline/program members in accordance with the rotation system and continued until each member who desires a course has had an opportunity to teach one. The process will continue until either all the courses are covered or all discipline/program members refuse any further assignments.

D. AN EXAMPLE OF A ROTATION IN A FIVE-MEMBER DISCIPLINE/PROGRAM FOR OVERLOAD ASSIGNMENTS

PROFESSOR	FALL 1986	SPRING 1987	SUMMER 1987	FALL 1987	SPRING 1988	SUMMER 1988
A	2nd choice	1st	5th	4th	3rd	2nd
B	3rd choice	2nd	1st	5th	4th	3rd
C	4th choice	3rd	2nd	1st	5th	4th
D	5th choice	4th	3rd	2nd	1st	5th
E	1st choice	5th	4th	3rd	2nd	1st

E. TEACHING SCHEDULES

1. Teaching schedules shall be so arranged that the elapsed time between the beginning of the first class and the end of the last class shall not exceed six (6) hours in any one day unless greater elapsed time is agreed to by the affected faculty member or is necessary to complete a regular load.

2. There shall be at least twelve (12) hours between the end of the last class of one day and the beginning of the first class of the next day unless the affected faculty member agrees otherwise. The College, however, shall make every effort to maintain at least fourteen (14) hours between them.

F. CLASS SIZE

1. The maximum number of students in each class shall be forty (40) except for the following class maximums:

   a. English Composition - twenty-four (24)
   b. Speech Fundamentals - twenty-five (25)
   c. Foreign Languages - twenty-five (25)
   d. Accounting I - thirty-four (34)
   e. Accounting II - twenty-eight (28)
   f. Executive Secretarial Courses - twenty-six (26)

2. Limitations in pilot or experimental programs will be set when the program and its objectives are defined.

3. Students in a laboratory section shall not exceed the number of fixed stations in the assigned room.

4. The minimum number of students who must register for a first year course section in order for it to be held shall be twelve (12) and for a required second year course shall be seven (7), except at the discretion of the College President who may authorize a lower number.

5. Anything herein to the contrary notwithstanding, the following Developmental courses shall be limited to the following maximum number of students:

   a. Developmental English I - twenty-two (22)
   b. Developmental English II - twenty (20)
   c. Developmental Mathematics - eighteen (18)

G. TEXT SELECTION

1. All texts and other teaching material shall be selected each semester by the full-time faculty members teaching the same course.

2. All texts shall be reviewed each semester by the appropriate full-time faculty.

3. Faculty may have their students use and/or purchase books which they themselves have authored or edited.

4. Selection of texts shall be made with due regard to the financial cost to the student.

5. The text must be selected sixty (60) days before the end of the semester preceding the classes in which they will be used.

6. The full-time faculty in the academic discipline shall jointly assign the texts to be used by part-time faculty in that discipline.

H. DESIGNATED CLASSROOM USE

1. Classrooms designed to meet specific instructional and student needs, such as business, science and technological laboratories, are not to be scheduled for instructional use in another subject area by the College except in an emergency. Adjunct faculty will be asked to consult with full-time faculty on the proper use of equipment.

2. Bargaining unit members may request a change in the location of a class. Such request shall be directed to the appropriate Academic Dean who shall investigate the feasibility of the requested change by determining from the Registrar whether a classroom is available.

3. Classes that may create noise and possible disturbances to adjoining classes shall be scheduled in such a manner as to keep disturbances to a minimum.

4. Seventy-five (75) minute classes will continue on Tuesday and Thursday for three (3) credit hour courses.

5. In case of prolonged illness and other absence, the College will provide a substitute instructor to cover the class or classes, who shall be compensated on the overload formula.

I. FINAL GRADES

1. No final grade assigned by a faculty member to one of his students may be changed without his written consent.

2. At least five (5) consecutive days shall elapse from the end of the final examinations before final grades are due.

J. OFF-CAMPUS TEACHING

1. Off-campus teaching assignments shall be made only with the consent of the faculty member. However, if the Administration is unable to staff the off-campus facilities with adjunct faculty, they shall assign the most junior qualified faculty member.

2. Full-time faculty shall be assigned in inverse seniority (see Article XA.) and no individual full-time faculty member shall be assigned more than one off-campus course without his consent until each individual full-time faculty member of his academic discipline has been assigned an off-campus course.

ARTICLE X

MISCELLANEOUS CONDITIONS OF EMPLOYMENT

A. SENIORITY

1. Seniority among the faculty shall be determined according to the following criteria:

a. Length of full-time service at the College
b. Academic rank at the time of employment
c. Length of part-time service at the College
d. Present academic rank

2. The Board shall, on or before November 1 of each year, provide the Association with a seniority list for the College. All such lists shall reflect each faculty member's original date of appointment and actual years of service at the College.

B. ACADEMIC CALENDAR

The calendar shall continue to be developed through the College Calendar-Scheduling Committee whose membership shall consists of all discipline chairpersons, not less than three (3) faculty members, three (3) students, and two (2) administrators, subject to the final approval of the Board.

C. COURSE OFFERINGS

The course offerings, which shall be in accordance with the requirements of the Board of Higher Education, including courses and number of sections of each course, commensurate with anticipated student enrollment and class size maxima, shall be decided by those faculty members who teach the courses and shall have the final approval of the Academic Dean.

D. FIELD TRIPS

1. A field trip shall be defined as any educational activity which requires students and/or faculty members to leave the campus.

2. Approval for such a field trip shall be obtained from the Academic Dean. Particular care should be taken in the planning to avoid disruption of the students' normal schedule of classes. The cost of the trip shall be paid for by the students involved in the trip. Faculty members shall not be required to use their own vehicles for such trip.

E. DEVELOPMENTAL RELEASE TIME

The College President or his designee, on the recommendation of the faculty in the academic discipline concerned, may at his sole discretion grant faculty members a reduced teaching load for preparing grant or aid requests, new instructional materials, courses, programs, or improving existing programs. Acceptance or rejection of said assignment shall be made at the sole discretion of the faculty member.

F. FUNDED TEACHING POSITIONS

1. Teaching positions under the Federal, State and Local programs, where not made part of a full-time faculty member's course load, will be filled on the basis of rotation subject to the approval of the Administration.

2. If the position(s) is specifically funded and the contract with the funding agency specifies instructors with qualifications not available among members of the full-time faculty, the position(s) shall be filled in the same manner and through the same procedure specified in this Agreement for employment of faculty subject to the sole approval of the Administration.

G. VACANCIES

1. Notice of any professional position vacancy, Faculty or Administrative, shall be distributed to all College faculty at least five (5) days prior to its publication off-campus.

2. When a faculty member applies for an open position, he will be notified of the disposition of his application.

3. When an opportunity for extra compensation other than teaching (research, coaching, counseling, etc.) is available, notice of such opportunity shall be circulated among the faculty members as soon as the information is available and before the position is filled. The Dean of Personnel and Labor Relatios will inform the faculty of positions, grants, and faculty positions.

H. VOICE OR IMAGE REPRODUCTION

1. When the Board desires a bargaining unit member to make a tape or to produce a computer program, or when a bargaining unit member is interested in making a tape or producing a computer program, the Board and the faculty member shall negotiate all terms and conditions involved in the production thereof, and the faculty member shall have the right to be represented in the negotiations by an internal or external representative. The faculty member shall have the right to copyright ownership, and may, on his own initiative, and assuming complete individual legal responsibility, market the individual program and the College shall recover the agreed on costs.

2. The tapes and computer programs referred to in the above paragraph include only those involving material created by the faculty member or including his voice or image thereon.

3. Bargaining unit members may make audio-video tapes or computer programs for any educational programs at Camden County College at any time convenient to them, subject to the availability of facilities and supportive staff

I. PROTECTIVE CLOTHING

Gym uniforms, smocks, and lab coats required to protect the body or clothing of a faculty member shall be provided for in the department budget.

J. IDENTIFICATION OF FACULTY MEMBERS IN PUBLICATIONS

Whenever members of the faculty of the College are identified as such, in any College publication, yearbook, or programs, the full name of each shall be stated followed by his academic degrees, academic rank, and the academic discipline in which he is competent. This shall not apply to the master schedule.

K. NOTICE IN EVENT OF DISLOCATION FROM CLASSROOM OR OFFICE

Except in an emergency or where impracticable, one week's notice is to be given to faculty members whose classes or office must be moved when repairs and maintenance make the regularly assigned rooms unusable.

L. DUPLICATING SERVICES

Duplicating services will be provided for by the College.

ARTICLE XI

GRIEVANCE PROCEDURE

A. INTENT

It is the declared objective of the Board and the Association to encourage the fair, prompt and equitable resolution of all grievances. All relevant and necessary information, facts, and materials shall be provided by the Board and the Association to enable the parties to resolve grievances.

B. DEFINITION

A grievance is an allegation that there has been a violation, misinterpretation, or misapplication on any provision(s) of this agreement, or the policies, agreements and administrative decisions affecting them.

C. PRELIMINARY INFORMAL PROCEDURE

An attempt shall be made to resolve a complaint by a faculty member, a group of faculty members or the Association with the appropriate administrator. Should the informal discussion fail to produce a satisfactory settlement, the grievant may move the grievance to the first step of the formal procedure.

D. FORMAL PROCEDURE

A grievance may be filed by a faculty member, a group of faculty members or the Association.

Grievances shall be presented and adjusted in accordance with the following procedures:

1. Step One - Dean's Committee on Faculty Grievances

a. If the grievance has not been resolved at the preliminary informal procedure, the grievant, group of grievants or the Association shall present the grievance in writing to the Dean's Committee on Faculty Grievances and a copy shall be sent by the Dean's Committee with information on the hearing date to the Association President.

b. The Dean's Committee on Faculty Grievances shall, within seven (7) calendar days after receipt of the grievance, meet with the grievant in an effort to adjust the matter to the satisfaction of all concerned. The Dean's Committee shall make a decision and communicate it in writing to the grievant and the Association President within five (5) working days of said meeting. The Association shall have the right to be present at all grievance hearings.

2. Step Two - College President

a. If the grievance has not been resolved at Step One, the Association, but not an individual faculty member or a group of faculty members, may appeal in writing the grievance to the College President or his designee within five (5) working days after receipt by the grievant. A copy shall be sent by the College President with information on the hearing date to the Association President.

b. The College President or his designee shall within seven (7) working days after receipt of the appeal meet with the grievant in an effort to adjust the matter to the satisfaction of all concerned. The College President or his designee shall within seven (7) working days of said meeting make a decision and communicate it in writing to the grievant and the Association President.

3. Step Three - Binding Arbitration

a. If the grievance has not been resolved at Step Two, within fifteen (15) working days after receipt of the decision of the College President or his designee, the Association, but not an individual faculty member or a group of faculty members, has the sole right to appeal the grievance to arbitration with the American Arbitration Association.

b. The arbitrator shall hold a hearing within twenty (20) calendar days of his appointment. Five (5) working days notice shall be given to all parties, as to the time and place of the hearing.

c. The decision, including awards, shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from or modify this Agreement.

d. The arbitrator's fees and those of the American Arbitration Association shall be shared equally by the Association and the Board, but each shall bear its own cost of presenting its case to the arbitrator.

E. OTHER REQUIREMENTS

1. A grievant under this procedure shall be initiated within thirty (30) calendar days after the grievant became aware of the action or occurrence giving rise to the grievance.

2. A grievance shall be lodged at its point of origin and the general procedure relating to the step shall apply, including the right of appeal.

3. The Association may initiate or appeal a grievance at any step of this procedure.

4. Failure to communicate a decision at any step of this procedure within the specified time limit shall permit it to be advanced to the next higher step.

5. Additional time limits at a specific step of this procedure may be granted by mutual agreement in writing between the parties.

6. No party except the arbitrator may employ the use of any visual or sound recording devices at any stage or step of this procedure without the prior approval of both parties.

7. Conferences, meetings, and hearings held under this procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses.

8. Any member of the bargaining unit whose presence is necessary as a result, direct or indirect, of the administration of this procedure, shall suffer no loss of pay nor any other penalty.

9. All documents, communications, and records dealing with a grievance after it has been initiated shall be filed separately from the personnel files of the participants. A faculty member shall have the option of entering the final settlement of a grievance in his file.

10. No reprisals of any kind shall be taken against any faculty member for participating in this procedure.

11. Any settlement, withdrawal or disposition of a grievance at any step below Step Three shall not constitute a binding precedent for the settlement of similar grievances in the future.

ARTICLE XII

EMPLOYMENT, RETENTION AND RE-EMPLOYMENT

A. INITIAL EMPLOYMENT

1. Appointments and reappointments are normally limited to one academic year until the faculty member attains tenure. When a prospective faculty member is offered a position at Camden County College, he shall be provided with a copy of the agreement, the Faculty Handbook, and an official contract.

2. The official contract shall include:

   a. Faculty member's name
   b. Academic rank
   c. Academic discipline or fields
   d. Salary
   e. Date of appointment
   f. Name of the College

3. The salary of a faculty member hired during the academic year shall be prorated from the date of employment. If he is hired on or before the first day of the Spring semester, full credit for the year shall be granted. Any faculty member hired at the beginning of the Spring Semester shall be given notice of his reappointment or non-reappointment no later than April 15th.

4. The salary schedules for all ranks and positions as well as descriptions of ranks in accordance with the terms of this contract shall be presented in writing or printed form to each applicant for professional employment at the College as part of the final correspondence or final interview pertaining to such employment.

B. DATE FOR RENEWAL OF EMPLOYMENT CONTRACTS

Annual contracts and/or notices of continuous employment shall be issued on or before March 15th. After the first year, such notification shall not be later than December 15th.

C. RETENTION OF EMPLOYMENT

For the purpose of retention of employment in the event of a reduction in size of the faculty or elimination of courses, the affected person may exercise his seniority as specified in Article XA. by displacing the most junior person teaching in a discipline(s) or field(s) for which the senior person is qualified. No faculty member shall be displaced if it is possible to provide him with full-time employment through the elimination of part-time faculty and/or overloads.

D. RE-EMPLOYMENT RIGHTS

1. Tenured bargaining unit members who are displaced as a result of Article XIIC. are entitled to re-employment rights as per New Jersey Status (N.J.S.A. 18A:60-3).

2. In the event a faculty member is recalled, he shall receive all previously negotiated benefits he would have received had he not been retrenched, including rank and salary. In addition, he shall retain all sick leave accumulations, credits for tenure and sabbatical leave, and shall be entitled to repurchase past service credits for retirement in accordance with New Jersey State regulations. Furthermore, he shall not be considered a new employee for purposes of fringe benefits provided for faculty members covered by this Agreement.

E. FACULTY TO ADMINISTRATION TO FACULTY

Any faculty members who assume academic administrative duties and subsequently return to faculty status shall resume all rights and privileges, including tenure and seniority.

ARTICLE XIII

PROMOTIONS

A. INTENT

The Board recognizes that academic promotions are a vital and important part of higher education for both professional growth and teaching effectiveness and agrees to make every effort to grant the maximum number of promotions each academic year.

B. ELIGIBILITY

A faculty member must have served at least five (5) years on the faculty as a full-time faculty member.

C. APPLICATION

1. Beginning with the sixth year of academic service at the College, a faculty member may apply to the Professional Standards Committee for a promotion in academic rank by April 1st of the academic year preceding the academic year for which the faculty member would like the promotion to become effective if granted. The Professional Standards Committee shall review all applications and forward a full list of qualified and worthy faculty, with such recommendations, in priority order to the College President by April 30th.

2. Each applicant for promotion shall have the right to request and make an appearance to speak on his behalf before the Professional Standards Committee. He may request the appearance of appropriate peers or other competent authorities to speak on his behalf.

D. QUALIFICATIONS

1. The personal qualities to be considered in evaluating members of the faculty for promotion:

a. Teaching Effectiveness
b. Scholarly Achievement
c. Student Counseling
d. Professional Development
e. Contributions to Campus Life

2. The Board recognizes that individuals may present qualifications as to education and experience that the Professional Standards Committee shall adjudge to be equivalent to the above qualifications although not corresponding to them to the letter. In such cases, the Professional Standards Committee shall recommend such individuals to the College President for his consideration for the academic rank appropriate.

E. PROFESSIONAL STANDARDS COMMITTEE

1. The Professional Standards Committee consists of five (5) tenured faculty members to be elected by the full-time faculty in an election conducted by the Association at their April meeting. No two members shall come from the same academic discipline or career program area.

2. No member of this committee shall apply for an academic promotion during the time he is on the committee.

F. APPROVAL

1. Final decision on recommendations of the Board for promotion in academic rank shall rest with the College President after he has considered the recommendations of the Professional Standards Committee and the Academic Deans. However, with respect to academic rank, the College President shall observe the procedures stated in Article XV.

2. Should the College President reject in whole or in part the recommendations of the Professional Standards Committee, the Committee shall be notified in writing and shall be given an opportunity to discuss the matter with the College President.

3. Final decision on promotions in academic rank rest with the Board. The Board agrees to act on these applications for promotion and to notify in writing those approved after its September meeting of the same academic year for which application was made. Within one month after the Board's decisions on promotions, the College President shall send a memo to the general faculty listing faculty members who have been raised in academic rank. The Board shall act on applications for promotion no later than September and shall notify the Association President and the faculty in writing of the disposition of all cases within five (5) calendar days of that meeting.

G. SPECIAL BOARD APPOINTMENT OR PROMOTION

Notwithstanding any other provisions of this agreement, it is mutually understood and agreed that the College President may, under extraordinary circumstances, waive the standard requirements for appointment or promotion in any academic rank when the interests of the College require it.

H. SALARY ADJUSTMENT WITH PROMOTION

When a faculty member receives an academic promotion, he will receive an increase of 5% in his base salary.

I. MERIT RAISE

The Board upon the recommendation of the College President may grant special recognition to any member of the bargaining unit who has made a significant contribution to the College. Said faculty member may, upon the recommendation of the College President to the Board, receive a special salary minimum adjustment of 5% of base salary in addition to the amount negotiated in this contract.

J. SPECIAL RAISE

Full Professors who have been in that rank at least three (3) years and all other faculty who have been in their rank for at least five (5) years may apply for a minimum adjustment of 5% of base in addition to the amount negotiated in this contract.

ARTICLE XIV

SABBATICAL LEAVE

A. INTENT

1. The Sabbatical Leave is established to furnish opportunity for professional development through study, educational travel directly related to a faculty member's academic discipline, research, and/or other pursuits as may contribute to professional growth.

2. The Board recognizes that sabbaticals are a vital and important part of higher education for both professional growth and teaching effectiveness and agrees to make every effort to grant the maximum number each academic year.

B. ELIGIBILITY

1. A faculty member must have served at least five (5) years on the faculty as a full-time faculty member.

2. A faculty member must wait at least five (5) consecutive years after taking a Sabbatical Leave before he is eligible for another Sabbatical Leave.

C. APPLICATION

1. A faculty member may apply to the Professional Standards Committee for a Sabbatical Leave by April 1st of the academic year preceding the academic year for which the faculty member would like the Sabbatical Leave to become effective if granted.

The Professional Standards Committee shall review all applicants and forward a full list of faculty requests for Sabbatical Leave with recommendations to the College President by April 30th.

2. Each applicant for Sabbatical Leave shall have the right to request and make an appearance to speak on his own behalf before the Professional Standards Committee. He may request the appearance of appropriate peers or other competent authorities to speak on his behalf.

D. PROFESSIONAL STANDARDS COMMITTEE

1. The Professional Standards Committee shall consist of five (5) tenured faculty members to be elected by the full-time faculty in an election conducted by the Association at their April meeting. No two members may come from the same academic discipline or career program area.

2. No member of this committee shall apply for a Sabbatical Leave during the time he is on the committee.

E. APPROVAL

1. Final decision on recommendation to the Board on the granting of Sabbatical Leave shall rest with the College President after he has considered the recommendations of the Professional Standards Committee and the Academic Deans.

2. Should the College President reject in whole or in part the recommendations of the Professional Standards Committee, the Committee shall be notified in writing and shall be given the opportunity to discuss the matter with the College President.

3. Final decision on the granting of Sabbatical Leave rests with the Board. The Board shall act on all applications for Sabbatical Leave no later than June and shall notify the Association President and the faculty in writing of the disposition of all cases within five (5) calendar days of the meeting.

F. TERMS FOR SABBATICAL LEAVE

1. Compensation during the leave shall be full salary for one (1) semeste half salary for two (2) semesters or full salary for two (2) semesters with the faculty member teaching fifteen (15) credit hours over the two (2) semesters, subject to the approval of the College President.

2. The recipient retains all rights, privileges and benefits of regular employment. The recipient may accept a grant, fellowship or similar monies usually identified with graduate or post-doctoral study.

3. Acceptance of Sabbatical Leave obligates the recipient to return to the College for at least one (1) year.

ARTICLE XV

QUALIFICATIONS FOR ACADEMIC RANK

A. QUALIFICATIONS

The following are the minimum qualifications for academic rank but they are not to be considered to guarantee automatic appointment to a given rank:

1. INSTRUCTOR - Master's Degree or its equivalent in the appropriate field of training.

2. ASSISTANT PROFESSOR II - An earned Master's Degree or its equivalent in the appropriate field of training. At least four (4) years of college teachi experience or its equivalent in related experience.

3. ASSISTANT PROFESSOR I - An earned Master's Degree plus fifteen (15) credits of postmaster's study. At least six (6) years of college teaching experience or its equivalent in related experience.

4. ASSOCIATE PROFESSOR - An earned Master's Degree plus thirty (30) credits of postmaster's study. At least eight (8) years of college teaching experience or its equivalent.

5. PROFESSOR - An earned Master's Degree with the work completed for the Doctorate with the exception of the dissertation or Doctoral equivalent or Doctorate. At least ten (10) years of college teaching experience or its equivalent.

B. RELATED EXPERIENCE

It is agreed that two (2) years of high school teaching or business/industrial experience is the equivalent of one year of college teaching.

ARTICLE XVI

DISCIPLINE CHAIRPERSONS AND PROGRAM COORDINATORS

A. DISCIPLINE CHAIRPERSONS

1. The faculty within an academic discipline by a majority vote in secret ballot shall select a nominee for recommendation to the College President to serve as Discipline Chairperson where same exists for a period of one (1) year, and who may succeed himself. Final approval rests with the Board who will not be necessarily limited to the nominee mentioned above.

2. Discipline Chairpersons shall have the following academic duties:
   a. Chair and issue minutes of Discipline meetings in which the following academic activities are achieved:
      1. Define discipline objectives.
      2. Define course objectives, required levels of objective and course syllabi mastery.
      3. Define support services required to carry out discipline and course objectives.
      4. Oversee election of representatives to college committees.
      5. Make recommendations concerning selection of text books.
      6. Provide from the discipline recommendations for professional development.
      7. Provide support and coordination for academic advisement.
      8. In conjunction with their colleagues and the Administration, develop and review safety procedures for the laboratories.
   b. Coordinate academic matters, as necessary, with the Academic Deans Assistant Academic Deans, and Program Coordinators.
   c. Act as the academic resource person for adjunct faculty teaching within the discipline.

   d. Assist in the peer evaluation process of the career development plan.
   e. Assist in the development of the discipline budget including the bidding process.

3. Discipline Chairpersons identified below shall receive $400 per semester plus an additional $25 per full-time faculty member within the discipline:

Biology
Business
Chemistry
Engineering Technology
Fine Arts
Foreign Languages
Health and Physical Education
History/Political Science
Mathematics
Physics
Psychology
Public Safety and Administration
Secretarial Science/Word Processing
Sociology/Anthropology

B. PROGRAM COORDINATORS

1. Program Coordinators will continue to be appointed as in the past.
2. Program Coordinators shall have the following academic duties:
   a. Participate in the recruitment and advisement of program students.

   b. Provide program support at all in-person registrations during the academic year and the summer sessions and at all orientations, in-service, and professional development programs.

   c. Coordinate the development of program objectives, course objective and program syllabi.

   d. Assist in the development of the Program and Master schedule and in the assignment of full-time and adjunct faculty to the Master Schedule.

   e. Make recommendations for the selection of course textbooks.

   f. Interview and recommend the hiring of full-time and adjunct faculty.

g. Assist in the assignment of individual faculty schedules as they pertain to the program.

h. Assist in the evaluation of all program faculty.

i. Assist in the preparation of the annual program budget, provide budgetary submissions as required, and coordinate the submission of all purchase order requisitions.

j. Prepare bid lists as required for program supplies and minor capital equipment.

k. Chair and issue minutes of program meetings with program staff and affiliating agencies.

l. Oversee the utilization and implementation of the appropriate safety procedures of laboratories as they pertain to the specific program.

m. Assist in maintaining program accreditation as it pertains to the specific program.

n. Coordinate and prepare the self-study document and prepare for the on-site visits for accreditation as it pertains to the specific program.

o. Assist in program evaluation processes and monitor student enrollment and student and program outcomes.

p. Assist in the development, maintenance, and renewal of affiliation agreement as it pertains to the specific program.

3. Program Coordinators identified below shall receive $600 per Semester and a teaching load reduction of 20%:

Animal Science
CAD/CAM
Communications
Dental Hygienist Clinic Supervisor
Dietetic Technician Program
English Language and Literature Program
Female Athletics
LEOT
Male Athletics
MLT/LT
Ophthalmic Science
Social Science Careers

4. The Coordinator of the English and Literature area shall be responsible for the following:

a. Coordinate the composition testing program.

b. Define and evaluate the results of the testing program.

c. Conduct professional development workshops in composition.

d. Coordinate annually the review and updating of composition syllabi.

e. Coordinate the English Writing Lab.

ARTICLE XVII

RESIGNATION, SUSPENSION, DISMISSAL AND RETIREMENT

A. RESIGNATION

Faculty members have reciprocal obligations to the institution, especially in the matter of resignation. Except in cases of resignation for health or other reasons beyond the control of the faculty member, it is expected that he will remain for the term of his contract.

B. DISMISSAL

No faculty member on tenure may be dismissed except as provided in Statute Law N.J.S.A. 18A:28-5.

C. SUSPENSION

When a suspension is necessary in the opinion of the College, the faculty member's salary shall be discontinued for no more than ninety (90) days if the issue is not resolved within that period of time. The reinstatement of salary after ninety (90) days suspension will continue until such time as there is a final disposition of the issue.

D. RETIREMENT

Mandatory retirement will be at the age of seventy (70) in accordance with the Board Retirement Policy.

E. EMERITUS FACULTY

1. The Board, upon the recommendation of the College President, may confer "Emeritus" status on a retiring faculty member, should the College desire to recognize his meritorious service. The Professional Standards Committee may recommend to the College President the granting of "Emeritus" status for faculty who are retiring.

2. An emeritus professor shall enjoy the right to attend and to speak at all general faculty and Association meetings. He shall enjoy the usual faculty

rights and privileges, including the assignment of office space if available, and may accept assignments to teach, lecture, and to perform research for the College.

ARTICLE XVIII

PROFESSIONAL EVALUATIONS

A. All evaluations of the professional activities of the faculty shall be in writing. An evaluation conference of professional activities shall be based on the total academic performance, including such elements as:

1. Teaching effectiveness
2. Scholarly achievement
3. Student counseling
4. Professional development
5. Contributions to campus life

B. At least once each semester, non-tenured faculty shall be evaluated as follows:

1. Classroom observation by the Academic Dean or his designee.

2. A written self-evaluation that will comment on the professor's teaching effectiveness, scholarly achievement, student counseling, professional development, and contributions to college life.

3. Student evaluations of at least two courses taught by the professor. These evaluations should be summarized by course before being placed in the professor's personnel file.

4. The Academic Dean or his designee will discuss all evaluation material with the professor who shall have the right to present any material he feels is pertinent to the proper consideration of the nature and scope of the evaluation. The Academic Dean shall then prepare a record of the discussion in memorandum form immediately following the conference. Evaluations normally will not occur during the first two weeks of the semester nor during the last two weeks of the semester unless mutually agreeable to the College President and the Association President.

C. Tenured faculty will be evaluated in accordance with the provisions of the New Jersey Administrative Code.

ARTICLE XIX

PERSONNEL FILES

A. 1. Administrators shall be encouraged to place in the personnel file of each faculty member information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic, professional or civic nature.

2. One personnel file for each faculty member shall be maintained in the Office of the College President.

3. No material derogatory to a member's conduct, service, character, or personality shall be placed in the personnel file of any faculty member unless that faculty member shall acknowledge that he has read such material by affixing his signature on it. Be it understood that such signature merely signifies that he has read the material in question and that it indicates neither approval nor rejection of its contents.

4. The faculty member shall have the right to answer in writing any material in his personnel file, and his answer shall be attached to the file copy.

5. Anonymous material shall not be placed in a faculty member's file.

6. No material provided by a student or students shall be placed in the faculty member's personnel file without the prior approval of the faculty member.

7. No item may be removed from a faculty member's file without his prior knowledge.

8. No other faculty member will be able to examine another faculty member's file unless prior written permission has been granted by the faculty member.

9. Faculty members shall have the right to be furnished with copies of any material in his personnel file.

10. A duly appointed representative of the Association may, at the faculty member's request, accompany said person when he reviews his file.

11. The personnel file may, with the permission of the faculty member, be available for examination by the Professional Standards Committee or Grievance Committee.

B. The Board agrees to protect the confidentiality of the personnel files, personal references, academic credentials, and other similar documents. It shall not establish any separate personnel files which are not available for the faculty member's inspection except for pre-employment references and notes on pre-employment interviews which shall not be part of the faculty member's regular personnel file, but shall be kept in a separate locked file.

C. Each faculty member shall be informed by the administration of any personal and/or professional data regarding him which the College provides to the New Jersey Department of Higher Education.

ARTICLE XX

FACULTY FACILITIES

A. Every effort will be made to reduce and keep at a minimum the noise level in the faculty office areas and adjoining corridor areas. Faculty members may request an office space reassignment to a quieter office area subject to preference according to seniority.

B. The College shall place on each faculty office door a nameplate and schedule holder for each faculty member in the office.

C. Each faculty member shall be provided with completely enclosed office space in a quiet area unless otherwise agreed.

D. Faculty offices shall be lockable and have a telephone and shall normally house two faculty members. If the available office space can reasonably accommodate more than two faculty members, the College may assign additional faculty members to that office with the mutual consent of the Association. Where an office is to be assigned to only one faculty member, first preference shall be given according to seniority except where otherwise specified in this agreement. A faculty member shall not be assigned to a private office of his own except as specified in this agreement.

E. Each faculty member shall be provided with a suitable desk, or a substitute acceptable to the faculty member, an appropriate swivel chair, bookcases with such additional shelving as requested and fits into the office, four drawer file cabinet and necessary supplies to perform his duties.

F. Adequate secretarial service shall be provided for all faculty.

G. Every effort will be made to have one (1) faculty lounge in each building f adequate size, suitably equipped and furnished and containing restrooms exclusively for faculty. The room size and the quality and quantity of the furnishings of the existing faculty lounges shall not be diminished during the term of this Agreement.

H. All full-time faculty shall be provided with on-campus, free, reserved arking facilities.

I. Faculty members may make collect, credit card and/or toll-free telephone alls.

ARTICLE XXI

PROTECTION OF FACULTY AND PROPERTY

A. A faculty member may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a student.

B. Faculty should immediately report to the Academic Dean cases of assault suffered by them in connection with their employment.

C. A report or a continuation of reports as to the disposition of the incident and the action being taken shall be forwarded to the involved faculty member until a final decision is reached.

D. Faculty shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

ARTICLE XXII

SALARY POLICY

A. 1986-87 AND 1987-88 SALARY GUIDE

	Instructor	Asst. II	Asst. I	Assoc. Pr.	Full Prof.
Minimum	17,750.	20,415.	23,475.	27,000.	31,050.
Maximum	31,065.	35,725.	41,080.	47,250.	54,340.

B. 1986 INCREASES IN BASE SALARY

1. All employees in the bargaining unit will receive an increase of 3.09% and $1,050.

2. It is recognized that several employees will exceed the maximum salary for their rank.

C. 1987-88 INCREASES IN BASE SALARY

All employees in the bargaining unit, with the exception of those who either reach or exceed the maximum for their rank, will receive an increase of 2.25% and $700.

D. 1. When a faculty member teaches an overload or teaches during the summer, he shall be compensated at the rate of $410. per credit hour for the academic year 1986-87 and $420. per credit hour for the academic year 1987-88.

2. The exception to the foregoing is that faculty in the Secretarial Science, Technology, Science, and Physical Education areas will be paid these rates on a contact hour basis.

3. All three (3) summer sessions will be paid at the same rate as that of the second five (5) week summer session.

E. Coaches' salaries shall be increased by five per cent (5%) for the academic year 1986-87 and by five per cent (5%) for the academic year 1987-88.

F. In accordance with past practice since the 1972-73 agreement, a faculty member will be compensated for each Cooperative Education Course by receiving the tuition monies paid by the students enrolled in said course. It is understood that the compensation rate for Cooperative Education is different from the prevailing overload rate.

G. Members of the bargaining unit shall have the option of having their base annual salary paid in either twenty-six (26) equal payments or twenty-one (21) equal payments. The College shall make every effort to give payments 19 through 21 to members of the bargaining unit by commencement.

H. Each faculty member teaching an overload during the regular academic year shall have his compensation in two (2) or three (3) equal payments. Each faculty member teaching an overload during the summer shall receive one (1) payment at the conclusion of the five (5) week session. Payments shall be made every four (4) weeks for the eight (8) week session.

I. The compensation for administering a "Credit by Examination" shall be $20.00.

J. Reimbursement at the end of each semester for expenses incurred for off-campus teaching shall be paid at the prevailing IRS maximum amount allowable per mile which is not subject to taxation, and parking costs.

ARTICLE XXIII

FRINGE BENEFITS

A. HEALTH CARE INSURANCE

1. The Board shall provide without cost to the faculty full family health care insurance benefits under the New Jersey State Health Benefits Program (New Jersey Blue Shield-Blue Cross, including Rider J and Major Medical).

2. The College will pay the premium for a dental plan with full family coverage.

3. The Board shall provide a prescription plan with the maximum cost for insured faculty member and his immediate family of $2.00 per prescription.

4. Each faculty member shall receive the right to repay his own premims of all insurance to which he is entitled prior to, or during any approved leave of absence.

5. The Board agrees that if a faculty member dies, his surviving spouse and eligible children shall be permitted to remain in the group plan for twelve months after the death of the faculty member without cost.

B. ADMISSION TO COURSES

Faculty members and faculty dependents (including spouse, children end legally adopted children), are to be granted tuition-free entrence for credit to any classes for which they meet the course entrance requirements.

C. EDUCATIONAL IMPROVEMENT AND PROFESSIONAL DEVELOPMENT

1. The Board shall provide for payments of tuition and fees of faculty up to an amount per credit that does not exceed the prevailing rate per graduate credit at Rutgers University for in-state students or at fifty per cent (50%) of the existing rate of the institution the faculty member is attending, whichever is the lesser amount, with a maximum of fifteen (15) credits or its equivalent during a one (1) year period. There will be a different reimbursement rate for undergraduate course(s) than for graduate course(s) in accordance with the respective tuition rates at Rutgers University.

2. Approval by the College President or his designee for courses to be secured in advance and payment is to be made on exhibition of receipt of payment of courses and of grades for courses. Disagreements under this section are subject to the grievance procedure.

D. Academic attire shall be furnished by the College at no cost when faculty members are attending College functions with the order of processional march determined according to academic rank.

ARTICLE XXIV

LEAVES OF ABSENCE

A. PAID LEAVES OF ABSENCE

1. Sick Leave

a. Faculty members may on occasion be unavoidably absent because of personal or family illness. A faculty member who finds it necessary to be absent because of illness should communicate with his immediate supervisor as soon as possible.

b. Faculty members on ten (10) month contracts shall receive ten (10) days sick leave each academic year. Unused sick leave is accumulated for all faculty members.

c. The College President or the Dean of Personnel and Labor Relations will inform each faculty member on or before September 15 of each year as to the number of sick days accumulated to his credit on that date.

d. In case of serious illness of a member of the faculty member's household, the determination of the eligibility of the faculty member for leave with pay other than sick leave shall be left to the discretion of the College President.

2. Bereavement

Leave not to exceed five (5) days will be allowed for each death in the family. Family shall mean father, mother, siblings, wife, husband, children, step-children and grandchildren. In the event of the death of a member of the family other than those previously listed, a faculty member may be entitled to one full day to attend the funeral.

3. Personal Leave

Each year employees in the bargaining unit are eligible for five (5) days of personal leave for matters which cannot otherwise be cared for. Unused personal leave time shall be added to accumulated sick leave. Faculty members requiring personal leave time shall make every effort to give a week's notice to the immediate supervisor and the College President.

4. Professional Development

Up to five (5) days of each academic year may be made available for each faculty member to attend professional meetings. Individual expenses incurred by such attendance are to be reimbursed by the Board. The College President shall have the sole right of determination of the suitability of such attendance and reimbursement.

B. UNPAID LEAVES OF ABSENCE

1. An unpaid leave of absence may be granted by the Board to any faculty member upon application for the purposes of advanced study, exchange teaching and service in Professional Organizations as follows:

a. Advanced Study: Up to two (2) years for advanced study if in the opinion of the Board such study shall benefit the College as well as the individual.

b. Exchange Teaching: For one (1) year to participate in exchange teaching programs in other states, territories or countries, or cultural program related to his professional responsibilities.

c. Officer of Professional Organization: Up to one (1) year to serve as an officer of any professional association or its staff.

The Board may extend the above leaves. Upon return from such leave, such faculty member shall be placed at the same position on the salary schedule on which he would have been had he taught in the College during such period.

2. Child Rearing Leave

A faculty member with a child under sixty (60) days of age may apply for and will be granted unpaid child rearing leave until the beginning of the next semester provided:

a. Application is made at least thirty (30) calendar days prior to commencement of the leave.

b. If the faculty member desires subsequent contiguous one or two semesters of such unpaid leave, then the request(s) will also be made in writing no later than November 1 prior to a Spring Semester and no later than July 1 for a Fall Semester.

c. The time limits above will only be waived if an emergency medical condition exists with the child and such condition must be medically certified.

d. Upon written request the Board at its sole discretion may extend this leave for additional semesters.

e. If return is after one (1) year then the increased salary rate shall be appropriate. However, if the return is after two (2) years only the first year's salary increase shall be appropriate.

3. Other Leaves

Any faculty member may apply for a leave of absence without pay. Application should be filed with the College President, who will transmit the application with his recommendation to the Board.

ARTICLE XXV

COLLEGE GOVERNANCE

A. COLLEGE GOVERNANCE

Nothing contained in this section on governance shall contravene the law of the State of New Jersey and the Regulations of the Board of Higher Education in so far as they are in accordance with the law of the State of New Jersey. Provisions of this article are subject to the sole approval of the Administration.

Understanding, based on community of interest, and producing joint effort, is is essential. A College in which all the components are aware of their interdependence, of the usefulness of communication among themselves, and of the force of joint action will enjoy increased capacity to solve its educational problems.

B. THE ACADEMIC INSTITUTION: JOINT EFFORT

1. Preliminary Considerations:

The variety and complexity of tasks performed by institutions of higher education produce an inescapable interdependence among the institutions' component parts namely, the Governing Board, Administration, Faculty and Students. The relationship calls for adequate communication among these components, and full opportunity for appropriate joint planning.

The variety of approaches may be wide. Therefore, at least two general conclusions regarding joint effort seem clearly warranted: (a) important areas of action involve at one time or another the initiating capacity and decision-making participation of all the institutional components, and (b) differences in the weight of each voice should be determined by the particular matter at hand.

2. Determination of General Educational Policy

The general educational policy, i.e., the objectives of an institution and the nature, range, and pace of its efforts, is shaped by (1) the institutional charter or law, (2) tradition and historical development, (3) the present needs of the community of the institution and (4) the professional standards of those directly involved in its work.

a. The interest of the Board, Faculty, Administration, and Students are coordinate and related, and unilateral effort can lead to confusion or conflict and should be avoided where possible. Essential to a solution is a reasonable, explicit statement on general educational policy. Operating responsibility and authority and procedures for continuing review, should be clearly defined in official relations.

b. When an educational goal has been established, it becomes the responsibility primarily of the faculty to determine appropriate curriculum and procedures of student instruction. The Board of Trustees of a county college, the Department of Higher Education and the Board of Higher Education of the State of New Jersey have powers specifically stated in the law of the State of New Jersey and all of those powers are acknowledged.

c. Such matters as major changes in the size or composition of the student body and relative emphasis to be given to the various elements of the educational and research program should involve participation of the governing board, administration, and faculty prior to final decision.

3. Internal Operations of the Institution

The framing and execution of long-range plans, one of the most important aspects of institutional responsibility, should be central and continuing concern in the academic community.

a. Communications:

1. The channels of communications should be established and maintained by joint endeavor of the four components. Distinction should be observed between the institutional system of communication and the system of responsibility for the making of decisions.

2. Among the means of communication among the faculty, administration, students and governing board now in use are: (1) circulation of memorand and reports by faculty committees, (2) ad hoc committees, (3) standing liaison committees, and (4) membership of faculty members on administrative bodies. Additionally, memoranda and reports shall be provided by committees of discipline chairpersons with their approval. Whatever the channels of communication, they should be clearly understood and observed. The representatives of the Association may attend meetings of the Board of trustees and shall enjoy the privilege of being recognized to speak and ask questions during these meetings.

b. Buildings:

The Board, President and Faculty should all seek agreement on basic decisions regarding buildings and other facilities to be used in the educational work of the institution.

c. Budgeting:

The allocation of resources among competing demands is central in the formal responsibility of the governing Board, in the administrative authority of the President, and in the educational function of the Faculty. These three components should therefore have a voice in the determination of short and long-range priorities. The function of each of these three components in budgetary matters should be understood by all.

d. The College President:

Joint effort of a most critical kind must be taken when an institution chooses a new President. The selection of a chief administrative officer should follow upon cooperative search by the governing Board and the Faculty, taking into consideration the opinions of others who are appropriately interested. The President should be equally qualified to serve both as the executive officer of the governing Board and as the chief academic officer of the institution and the Faculty. His dual role requires that he be able to interpret to Board and Faculty the educational views and concepts of institutional government of the other. He should have the confidence of the Board and of the Faculty.

e. Administrative Officers:

When a vacancy shall occur in any administrative office of the College, the Association may recommend one or more individuals with the necessary qualifications to the College President for consideration for appointment to that position.

4. External Relations of the Institution

a. Only the Board speaks legally for the whole institution, although it may delegate responsibility to an agent.

b. The right of a faculty member to speak on general educational questions or about the administration and operations of his own institution is part of his right as a citizen and should not be abridged by the institution.

C. THE ACADEMIC INSTITUTION: THE GOVERNING BOARD

1. The Governing Board has a special obligation to assure that the history of the college shall serve as a prelude and inspiration to the future. The Board helps relate the institution to its chief community; e.g. the community college to serve the educational needs of a defined population area or group, and to accept the appropriate new challenges which are its concern.

2. Since the membership of the board may embrace both the individual and collective competence of recognized weight, its advice or help may be sought through established channels by other components of the academic community. The governing board of an institution of higher education, while maintaining a general overview, entrusts the conduct of administration to the administrative officers, the President and the Deans, and the conduct of teaching and research to the Faculty.

3. One of the Governing Board's important tasks is to ensure the publication of codified statements that define the overall policies and procedures of the institution under its jurisdiction.

4. The Board plays a central role in relating the likely needs of the future to predictable resources: it is responsible for obtaining needed capital operating funds; and in the broadest sense of the term should pay attention to personnel policy. In order to fulfill these duties, the Board should be aided by and may insist upon, the development of long-range planning by the administration and Faculty.

5. When ignorance or ill-will threatens the institution or any part of it, the Governing Board must be available for support. In grave crisis it will be expected to serve as a champion. Although the action to be taken by it will usually be on behalf of the President, the Faculty, or the student body, the Board should make clear that the protection it offers to an individual or group is, in fact, a fundamental defense of the vested interests of society in the educational institution.

D. THE ACADEMIC INSTITUTION: THE PRESIDENT

1. The President, as the chief executive officer of an institution of higher education, is measured largely by his capacity for institutional leadership. He shares responsibility for the definition and attainment of goals, for administrative action, and for operating the communications system which links the components of the academic community. He represents his institution to its many publics. His leadership role is supported by delegated authority from the Board and Faculty.

2. As the chief planning officer of an institution, the President has a special obligation to innovate and initiate. The degree to which a President can envision new horizons for his institution, and can persuade others to see them and to work toward them, will often constitute the chief measure of his administration.

3. It is the duty of the President to see to it that the standards and procedures in operational use within the college conform to the policy established by the governing Board and to the standards of sound academic practice. It is also incumbent on the President to insure that Faculty views, including dissenting views, are presented to the Board in those areas and on those issues where responsibilities are shared.

4. The President is largely responsible for the maintenance of existing institutional resources and the creation of new resources; he has ultimate managerial responsibility for a large area of non-academic activities, he is

responsible for public understanding, and by the nature of his office is the chief spokesman of his institution. In these and other areas his work is to plan, to organize, to direct, and to represent. The presidential function should receive the general support of the Board and of the Faculty.

E. THE ACADEMIC INSTITUTION: THE FACULTY

1. The faculty has primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status, and those aspects of student life which relate to the educational process subject to the powers of the Board of Trustees, the Department of Higher Education, and the Board of Higher Education as specifically stated in the law of the State of New Jersey.

a. College Committee recommendations shall be brought before the General Faculty for discussion and approval or rejection. The General Faculty shall be defined as all full-time faculty members holding academic rank, all full-time Program Coordinators, all full-time Teaching Specialists, Clinical Coordinator of Dietetic Program, Program Development Specialist, Coordinator of Academc Foundations, Director of College Skills Center, Assistant Registrar, Counselors, Librarians, Deans, Associate Deans, Assistant Deans, Registrar, Admissions, Placement and Transfer, Director of Financial Aid, Director of E.O.F., Information Specialist, Director of Project Trio, Assistant to the President--Research and Development, Veterans' Coordinator, Evening-Weekend Administrator, and the President f the College.

b. Voting procedures shall be by secret ballot at the place of meeting nd shall be counted by the Association's Elections Committee immediately following he meeting at which the vote by Faculty members holding academic rank was taken. he President of the College shall name one representative to said Committee for he purpose of counting votes taken at a general Faculty meeting. The College resident shall then act upon the recommendations of the Faculty. In the case f an adverse decision the College President shall discuss the reasons for his ecision with the General Faculty prior to the implementation of said decision.

2. No later than September 30 of the new academic year the Association resident and the College President shall appoint jointly the Faculty and administrative members to serve on each of the college committees. Student members f the committees are to be named by the Student Government Association Senate o later than October 15th of the new academic year.

3. The Faculty sets the requirements for the degrees offered in a curriculum or program and determines when the requirements have been met, and authorizes the President and the Board to grant the degrees thus achieved.

4. Faculty status and related matters are shared responsibility. The Faculty in each academic discipline shall annually elect three of its tenured members to serve as a committee which shall share equal responsibility with discipline chairpersons who shall be a member of it, and with the President or his designee, in the interviewing and selection of new faculty in that academic discipline.

a. At least one of three members shall be present for any interview for selection of new Faculty and the results shall be reported to other committee members by the discipline chairpersons.

b. Committee members shall be tenured Faculty. Any discipline not having at least three tenured members will ask non-tenured faculty members in that discipline to be on the committee.

5. The responsibility of the Faculty for such matters is based upon the fact that its judgment is central to general educational policy. Furthermore, scholars in a particular field or activity have the chief competence for judging the work of their colleagues; in such competence it is implicit that responsibilit exists for both adverse and favorable judgments. Likewise, there is the more general competence of experienced faculty having a broader charge.

6. The faculty within a discipline by a majority vote in secret ballot shall select a nominee for recommendation to the College President to serve as discipline head where same exists for a period of one (1) year, and who may succeed himself. Final approval rests with the Board of Trustees who will not be necessarily limited to the nominee mentioned above.

F. THE ACADEMIC INSTITUTION: THE STUDENTS

1. When students in the college desire to participate responsibly in the government of the institution they attend, their wish should be recognized as a claim to opportunity both for the educational experience and for involvement in the affairs of their college.

2. Students expect, and have the right to expect, that the educational process will be structured, that they will be stimulated by it to become independent citizens, and that they will have effectively transmitted to them the cultural heritage of the large society.

3. If institutional support is to have its fullest possible meaning, it should incorporate the strength, freshness of view and idealism of the student body.

ARTICLE XXVI

NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective bargaining no later than March 1, 1988, over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, New Jersey Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning salaries, rules affecting working conditions, terms and conditions of employment, and grievance procedures at Camden County College. Any agreement so negotiated shall apply to all the members of the full-time faculty, be reduced to writing, be adopted by the Association and the Board, and be signed by the Board's and the Association's representatives.

B. 1. During the collective bargaining, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.

2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

3. Either party will have the right to caucus at any time.

4. When in the view of either party, an impasse has been reached on any issue, that party may appeal to the New Jersey Employment Relations Commission (PERC) for the services of a mediator in accordance with Chapter 12 of the Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

5. The parties shall undertake to cooperate in arranging meetings at mutually convenient times and places, furnishing necessary information and otherwise constructively considering and resolving any such matters.

C. This statement shall not be effective and/or binding on the parties unless ratified by the Board and the Association. If this agreement is not ratified within thirty (30) days from the execution thereof, the parties agree to immediately request mediation under Chapter 303, Public Laws of 1968, as amended by Chapter 123 New Jersey Public Laws of 1974, and to follow Negotiations Procedures specified in the most recent ratified Agreement between the Board and the Association.

ARTICLE XXVII

APPLICATION OF PROVISIONS OF THIS AGREEMENT

A. In the event that any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be held contrary to law by a court of last resort of New Jersey or the United States, or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. 1. Any individual contract between the Board and an individual faculty member heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

2. "Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before established. "(Chapter 303, Public Laws of 1960, as amended by Chapter 123 New Jersey Public Laws of 1974)

3. Copies of this Agreement shall be printed or reproduced by the Board and distributed to all faculty now employed or hereafter employed by the Board for the duration of this Agreement.

4. This Agreement shall be subject to ratification by the members of the Association and the members of the Board.

C. The Association and representatives of the Administration may establish monthly meetings for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered negotiating meetings but are intended as means of fostering good employer-employee relations.

D. The rules, regulations, practices, and statements of policy of the College shall not be in conflict with the terms of this Agreement.

ARTICLE XXVIII

DURATION OF AGREEMENT

This Agreement shall be retroactively effective as of July 1, 1986 and shall continue in effect until June 30, 1988. If by that time a successor agreement is not agreed to, this Agreement shall remain in effect.

INDEX

Academic calendar 14
Academic Dean(s) 2, 3, 6, 13, 14, 21, 23, 25, 32
Academic duties 6, 25
Academic freedom 6, 7, 8
Academic rank 1, 14, 16, 19, 20, 21, 22, 24, 32, 33, 41
Academic year 9, 19, 20, 22, 23, 32, 33, 35, 41
Adjunct Faculty 13, 26
Administrative directive 5
Admissions to courses 34
Advanced study 23, 35
Advisees 10
Agency shop 3, 5
Agreement 1, 2, 3, 4, 6, 8, 10, 15, 16, 18, 20, 22, 27, 31, 33, 34, 38, 43, 44
American Arbitration Association 17, 18
Application 20, 22, 23, 24, 35, 36, 44
Appointments 19
Association President 2, 3, 4, 5, 6, 17, 22, 24, 29, 41
Association-Board Relations 2
Association-Board rights 5
Bereavement 35
Binding arbitration 17
Board Meetings 2
Caucus 43
Child rearing leave 36
Class size 12, 14
Classes 8, 10, 11, 12, 14, 16, 29, 34
Coaches 1, 33
College Committee reports 1, 38
College Committees 1, 6, 10, 38, 41
College governance 36
College President 2, 3, 4, 5, 7, 10, 12, 14, 17, 20, 21, 22, 23, 24, 25, 28, 30, 34, 35, 36, 39, 41, 42
College property 5
Compensation 15, 24, 26, 33
Computer programs 15

Cooperative Education 33
Consultation between Association and College President 1, 2
Contact hours 9, 10, 11
Contract 1, 4, 10, 15, 19, 20, 22, 28, 35, 44
Course offerings 14
Credit by Examination 33
Credit hours 9, 32
Date for
    Association dues deduction 3
    Association meetings 5
    Application for Promotion 20
    Application for sabbatical 23
    Approval for Promotion 21
    Approval for Sabbatical 23
    Board policy on retirement 28
    Child rearing leave 36
    College committee appointment 41
    Commencement of negotiations 43
    Discipline meetings 2
    Duration of Agreement 44
    Reappointment notice 19
    Renewal of contracts 19
    Renewal of employment 19
    Seniority list 14
Dean of Personnel & Labor Relations 4, 15, 35
Dean's Committee on Faculty Grievances 17, 30
Deductions 3
Dental plan 33
Designated classroom use 13
Developmental Release time 14
Director of Dental Auxiliary Programs 1
Discipline Chairperson 1, 25, 26
Discipline meetings 2
Discrimination 4, 8
Dismissal 28
Dues checkoff 3
Dues paying members 4
Duplicating services 16

Emeritus faculty 28
Ethics (Professional Code of) 7
Exchange teaching 9, 35
Facilities 5, 13, 16, 31
Faculty advising 9
Faculty assignments 10, 11, 13, 20, 35
Faculty facilities 31
Faculty lounge 5, 31
Faculty responsibilities 1, 6, 7, 8, 10
Faculty rights 3, 7, 8, 9, 20, 24, 28
Faculty schedules 4, 11, 27
Field trips 14
Final grades 13
Fringe benefits 33, 34
Funded teaching positions 15
General Faculty 1, 2, 10, 41
General School Laws of the State of New Jersey 8
Grades 10, 13, 34
Graduate credit 34
Grievance Committee 30
Grievance procedure 16, 17, 18, 43, 44
Grievances 2, 3, 4, 16, 17, 18, 19, 30, 34, 43, 44
Health care insurance 33
Identification of faculty 16
Impasse 43
Initial employment 19
Merit raise 22
Minutes of General faculty meeting 2
Miscellaneous conditions of employment 14, 15, 16
Negotiations procedure 43
New Jersey Department of Higher Education 31
New Jersey Employment Relations Commission (PERC) 43
Off-campus teaching 13
Office hours 9
Office of the Association 6
Office space 29, 31

Outside employment 3
Overloads 11, 20
Paid leaves of absence 34
PERC 43
Personnel leaves 35
Personnel files 18, 30
Physical Education 9, 11, 33
Prescription plan 34
Professional Development 21, 22, 25, 26, 28, 29, 34, 36
Professional evaluations 29
Professional Standards Committee 20, 21, 23, 28, 30
Program Coordinators 1, 25, 26, 27, 28, 41
Promotions 20, 21, 22
Protection of faculty and property 32
Protective clothing 16
Qualifications for academic rank 21
Recording devices 3
Reemployment rights 20
Related experience 25
Research 6, 15, 22, 29, 38, 39, 41
Resignation 28
Responsibilities of Program Coordinators 26, 27
Retention 19
Retirement 20, 28
Rotation 10, 11, 15
Sabbatical leaves 22, 23, 24
Salary 3, 6, 19, 20, 22, 24, 28, 32, 33, 36
Salary adjustment with promotion 22
Salary Guide 32
Salary policy 32, 33
Scheduling of courses 10
Scheduling of overloads 11
Scheduling of summer classes 11
Scholarly Achievement 21, 29
Science 9, 26
Secretarial Science 9, 26, 33

Secretarial service 31
Semester break 9
Seniority 9, 14, 20, 31
Service in Professional Organizations 36
Sick Leave 20, 34, 35
Special Board appointment or promotion 22
Special Board raise 22
Student Counseling 21, 29
Summer positions 11
Suspension 28
Syllabi 25
Tapes 15, 16
Teaching Effectiveness 21
Teaching load 9, 15, 27
Teaching load reduction 15, 27
Teaching schedules 6, 11, 27
Technology 9, 26, 33
Tenured faculty 20, 23, 29, 42
Text selection 6, 12, 13, 25, 26
Travel (Educational) 22
Undergraduate course(s) 34
Unpaid leaves of absence 35, 36
Vacancies 15
Voice or image reproduction 15
Written charges 8

CAMDEN COUNTY COLLEGE
BOARD OF TRUSTEES

BY: Gabriel E. Danch
Gabriel E. Danch
Chairman

BY: Gerald Pliner
Gerald Pliner
Vice-Chairman

BY: Harry Benn
Harry Benn
Secretary

BY: Joan Krivy
Dr. Joan Krivy
Treasurer

CAMDEN COUNTY COLLEGE
FACULTY ASSOCIATION

BY: G. Kenneth Merryman
G. Kenneth Merryman, President
Negotiator

BY: Anthony L. Tumolo
Anthony L. Tumolo, Chairman
Negotiator

BY:
Alvin J. Fischer
Negotiator

BY: Glenna Lyle Huls
Glenna Huls
Negotiator

BY: Barbara Tynan-Broo
Barbara Tynan-Brook
Negotiator

COLLEGE NEGOTIATING TEAM

BY: W. J. Wilhelm
W. J. Wilhelm, Dean
Personnel & Labor Relations
Chief Negotiator

BY: Michael Donahue
Michael Donahue, Dean
Liberal Studies & Social Service Careers
Negotiator

BY: Charles M. Roy
Charles Roy, Dean
Allied Health Programs
Negotiator

15 April 87
DATE SIGNED

March 26, 1987
DATE SIGNED

SAPERE AUDE
1965

Contract Between
County College of Morris
and
Faculty Association of the
County College of Morris, Inc.

September 1, 1986-August 31, 1988

TABLE OF CONTENTS

ARTICLE PAGE

PREAMBLE 1

I. RECOGNITION 2

II. MAINTENANCE OF OPERATIONS 3

III. APPOINTMENT, RETENTION AND DISMISSAL 4

IV. ASSOCIATION RIGHTS AND RESPONSIBILITIES 7

- A. Conduct of Association Business 7
- B. Bulletin Boards 7
- C. Campus Mail and Telephones 8
- D. Association Equipment, Supplies and Services 8
- E. College Equipment 8
- F. Association Office 8
- G. Committee Structure 9
- H. Minutes of the Board of Trustees Meetings 10
- I. Fall Orientation and College Hours 10
- J. Negotiation and Grievances Without Prejudice 10
- K. Association Responsiblility for Contract Adherence 10
- L. Uniform Application of Contract 10
- M. Faculty Information 10
- N. Association President 11

V. GRIEVANCE PROCEDURE 12

VI. PROMOTIONS 21

VII. EVALUATION 24

VIII. PERSONNEL FILE 30

TABLE OF CONTENTS-Con't

ARTICLE		PAGE
IX.	ACADEMIC RIGHTS AND RESPONSIBILITIES	32
	A. Normal Teaching Load	32
	B. Work Year	33
	C. Laboratory Teaching Load	33
	D. Faculty Office Hours	34
X.	FACULTY PRIVILEGES	35
	A. Parking	35
	B. Learning Resource Center	35
	C. Mileage Reimbursement	35
	D. Tuition Reimbursement	35
	E. Waiver of County College of Morris Tuition	37
	F. Day Care	37
	G. Posting of Positions	37
	H. Book Store	37
	I. Sick Leave Payout	38
XI.	SPECIAL PURPOSES LEAVE	39
XII.	LEAVES OF ABSENCE	42
	A. Maternity Leave	42
	B. Bereavement	43
	C. Jury Duty	43
	D. Government Service Leave	44
	E. Personal Leave	45
	F. Military Leave	45
	G. Sick Leave	46
	H. Sabbatical Leave	47

TABLE OF CONTENTS-Con't

ARTICLE		PAGE
XIII.	REDUCTION IN FORCE	52
XIV.	HEALTH AND PENSION	53
XV.	SALARY	54
	A. Salary Increase	54
	B. Payment of Salary	54
	C. Legal Limitations or Impositions	55
	D. Withholding Salary Adjustment	55
	E. Initial Salary	55
	F. Salary Adjustment	56
	G. Adjustment for Promotion in Rank	56
	H. Adjustment for Doctorate Degree	57
	I. Recognition for Professional Development	57
XVI.	NEGOTIATIONS	58
XVII.	AMENDMENT OF AGREEMENT	59
XVIII.	SEPARABILITY AND SAVINGS	60
XIX.	ACADEMIC FREEDOM	61
XX.	BOARD RIGHTS AND RESPONSIBILITIES	62
XXI.	NON-DISCRIMINATION	63
XXII.	FULLY BARGAINED PROVISIONS	64
XXIII.	DEDUCTIONS FROM SALARY	65
XXIV.	COPYRIGHT	66
XXV.	DURATION OF AGREEMENT	68
	EXHIBIT A, CERTIFICATION OF REPRESENTATIVE	69
	EXHIBIT B, STATEMENT OF GRIEVANCE OR APPEAL	71
	EXHIBIT C, STUDENT OPINION REPORT	72
	EXHIBIT D, FACULTY SALARY RANGES	73
	LETTER OF INTENT	74

PREAMBLE

THIS AGREEMENT entered into this 12th day of November, 1986

BETWEEN

COUNTY COLLEGE OF MORRIS, in the County of Morris, New Jersey; (hereinafter called the "College"); and

FACULTY ASSOCIATION OF THE COUNTY COLLEGE OF MORRIS, INC., affiliated with the New Jersey Education Association; (hereinafter called the "Association").

ARTICLE I

RECOGNITION

The Board of Trustees of the County College of Morris recognizes the Faculty Association of the County College of Morris, Inc., affiliated with the New Jersey Education Association, as the exclusive representative for collective negotiations of the terms and conditions of employment of all employees included in the certified collective negotiating unit by the Public Employment Relations Commission of the State of New Jersey, which certification bearing Docket RO-857 is attached to this Agreement and made a part hereof. The position of "full-time lecturer" is included within the classification of full-time teaching faculty.

ARTICLE II

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance and that there should be no interference with such operation.

B. The Association agrees that neither the Association nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of its members take part in, a strike against the County College of Morris, or the concerted failure to report for duty, or willful absence of a faculty member from his/her position, or refusal to perform his/her duties of employment as defined in this Agreement.

C. The Association further agrees that it will not cause, engage in, encourage or assist in any strike or similar action or conduct on the part of students of the College.

D. Nothing contained in this Agreement shall be construed to restrict or limit the College in its right to seek and obtain such judicial relief as it may be entitled to have under law.

ARTICLE III

APPOINTMENT, RETENTION AND DISMISSAL

A. Notice of reappointment or non-reappointment of non-tenured faculty members shall be provided to the faculty member in writing not later than May 31 of the academic year of service, except that during the academic year preceding the acquisition of tenure, informal notice of intent to reappoint shall be given by the Office of the Dean of Academic Affairs by December 15. If subsequent to the December 15 informal notice the College is apprised of highly unusual circumstances which were not known to the College prior to December 15, in such event the College reserves the right between December 15 and May 31 to withdraw the December 15 notice of intent to reappoint subject to subparagraph E. Any non-tenured faculty member wishing to accept reappointment shall so advise the College in writing within thirty days of receipt of notice of reappointment. Failure to deliver written acceptance to the College within such thirty day period shall be deemed a refusal of reemployment. Any faculty member desiring to resign shall give sixty days advance written notice to the College.

B. When a faculty member is hired at mid-year, notice of reappointment or non-reappointment for the next academic year shall be provided to such faculty member in writing not later than May 31.

C. The notice provided for in Sections A and B shall include:

1. The dates for which the appointment or reappointment is effective.
2. The faculty member's title, academic rank and academic department.
3. The faculty member's salary.
4. In the event of first appointment only, the number of years counted as credit for previous experience.

ARTICLE III continued:

D. No faculty member shall be discharged, disciplined, reprimanded in writing or reduced in rank or compensation without just cause.

E. Any faculty member who receives formal written notification from the College of non-reappointment for the succeeding academic year may, within fifteen (15) days from receipt of such formal notification, deliver to the office of the President of the College a written request for reasons for such non-renewal. The President will provide such faculty member with a written statement of reasons within thirty (30) days of receipt of such request. The members of the Board of Trustees who constitute the Personnel Committee of the Board will provide an informal appearance before such committee to any non-renewed faculty member provided that a written request for such an appearance is received by the office of the College President within seven (7) days after the faculty member receives the requested statement of reasons for non-renewal. Failure to make timely request for statement of reasons for non-renewal shall be deemed a waiver of any right to an informal appearance. The Personnel Committee will schedule an appearance within twenty (20) days from receipt of the faculty member's request for such appearance. The informal appearance before a quorum of the Personnel Committee shall be private and closed to the public and shall not be an adversary hearing, but rather shall afford the faculty member an opportunity to convince the committee that the determination not to offer employment was incorrect. The committee shall give the faculty member at least five (5) days notice of the date and time of the appearance. A faculty member may be

ARTICLE III continued:

represented and counseled at such committee appearance by counsel, and by a representative of the Faculty Association or by one individual of his/her choice. The faculty member may present witnesses, but such witnesses, if any, shall not be sworn or cross-examined. Witnesses shall be called individually, and each excused after making his/her statement . Within five (5) days following the informal appearance, the Personnel Committee will notify the faculty member in writing whether the Committee will recommend that the Board of Trustees revise its determination not to offer reemployment. The Committee may delegate such notification to the President of the College.

The decision of the Board of Trustees not to reappoint a non-tenured faculty member for the succeeding academic year shall not be grievable. Similarly, the determination of the Personnel Committee following an informal appearance shall not be grievable.

F. When a complaint is received by the Administration from a student or other party against a faculty member, the concerned member shall be advised of the substance of the complaint within a period of time consistent with the best interests of the faculty member and the complaining party.

ARTICLE IV

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Conduct of Association Business

The Association shall be permitted to transact Association business on campus provided that it shall in no way interfere with the College operations or the scheduled duties and/or working hours of faculty members or other employees. The Association shall be entitled to the use of appropriate space on campus. The College shall designate the space available to the Association provided that the space is requested and approved in accordance with the room reservation policies and procedures which the College has established or may hereafter establish, and provided further that such meetings shall not interfere with College operations, College-initiated activities, or scheduled duties and working hours of faculty members or other employees.

The College, in its discretion, shall designate, thirty (30) days in advance, one College Hour during each of the months of September and March which least interferes with other scheduled College Hour activities, during which the Association may schedule a meeting of its membership to transact Association business.

B. Bulletin Boards

The Association shall have the right to request installation and use of one (1) bulletin board, approximately four (4) feet square (4' x 4') in a prominent location in each College-owned building. The exact location of such bulletin board will be designated by the Dean of Academic Affairs. Such bulletin boards shall be used solely for the posting of notices and other materials relating to Association activities. The Association shall reimburse the College for the cost and installation charges of each such bulletin board so requested. All materials posted shall relate to official business of the Association and shall be signed by an appropriate official of the Association. The Association shall advise the Dean of Academic Affairs in writing of the name of the person who is responsible during the term of this Agreement for the content and utilization of such bulletin boards.

C. Campus Mail and Telephones

The Association may make reasonable use of the mail and telephone systems which are internal to the College provided that such use is for official Association business.

D. Association Equipment, Supplies and Services

The Association shall supply at its own cost all material, equipment, stationery, personnel, services, and other supplies required for the administrative, financial or operational functions of the Association.

E. College Equipment

The Association with appropriate permission may on occasion make reasonable use of College equipment on campus provided such use is within the normal operational functions of the Association and provided further that such use does not impede any of the functions of the College. The Association shall share the cost of maintenance or repair incident to its use of such equipment. The use of such equipment by the Association may be suspended by action of the Board of Trustees during the lifetime of this Agreement and such action by the Board of Trustees, if any, shall not be grievable.

F. Association Office

The College shall assign an office in one of the Academic Science buildings or the Library Learning Resources Center for the official and exclusive use of the Association. The Association office may, at the option of the Association President, also be the regularly assigned faculty office of the person who is the President of the Association. The office will be standardly furnished with a desk and chair, side chair, file cabinet and wall-mounted book shelves. The Association may install other equipment and office furniture at its own expense, provided same are not hazardous and do not cause damage to the College personnel or College facilities. The Association will adhere to the rules and regulations pertaining to the use of the office including access for maintenance, safety and security.

G. Committee Structure

The Association will provide the President of the College, a list of Association members who will serve as voting members of each standing committee of the President's College Council. There will be one Association member per committee. The Association will also have the right to have one non-voting member present at meetings of the President's College Council, Faculty Sabbatical Leave Committee, and the Faculty Promotion Procedure Committee. The Association will provide the President of the College with a list of the above representatives by October 1 of each year. The President of the College shall be free to determine the composition of the College Council and the composition of the balance of the standing committees of the College Council. Nothing contained herein shall limit the number, functions, or duties of the standing committees. The Association representatives to such standing committees shall serve at the pleasure of the President of the College, and the President's actions of appointment and replacement in this regard shall not be subject to grievance procedures.

H. Minutes of Board of Trustees Meetings

Within a reasonable time after minutes of special public meetings of the Board of Trustees have been approved, one (1) copy of such minutes shall be forwarded to the President of the Association.

I. Fall Orientation and College Hours

The length and scheduling of fall orientation and College Hours shall be established solely by the College.

J. Negotiation and Grievances Without Prejudice

When representatives of the Association are mutually scheduled by the Association and the College to participate during working hours in negotiations or grievance proceedings related to Association matters, such representative so scheduled shall suffer no loss in regular pay.

K. Association Responsibility for Contract Adherence

The Association shall be responsible for acquainting its members and those other faculty members it represents with the provisions of this Agreement.

L. Uniform Application of Contract

Any employment contract between the College and a faculty member shall be consistent with the terms and conditions of this Agreement.

M. Faculty Information

Within thirty (30) days of appointment of newly-hired faculty members, the College agrees to furnish the Association with the following information for each faculty member in the negotiating unit:

1. Current salary,
2. Faculty rank,

ARTICLE IV continued:

3. Educational experience,

4. Professional experience.

N. **Association President**

The Association President may, during the academic year, take up to three days leave with pay to devote to Association affairs, which leave shall be in addition to the personal leave privileges set forth in Article XII E.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose and General Procedure

1. The purpose of the procedure set forth in this Agreement is to secure, at the lowest level possible, equitable solutions to grievances of faculty members. Nothing contained in this Article shall preclude a faculty member or his/her supervisor from discussing matters with each other, and each shall be free to do so without recourse to the grievance procedure. The parties involved in grievance proceedings shall keep such proceedings informal and confidential at each level of such procedure.

2. Failure of an individual to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall bar further processing of the particular grievance.

3. Failure of the College or its representatives to respond at any step of the grievance procedure shall be deemed to be a negative response and, if the applicable grievance procedure so provides, the grievant may continue within the time limit specified to the next step of the procedure.

4. The time limits set forth in the procedure may be mutually extended in writing.

5. It shall be the practice of all parties to process grievances during times when they do not interfere with assigned duties.

6. No claim for back wages shall exceed the amount of wages which the individual would have earned at his/her regular rate. All back pay

ARTICLE V continued:

claims shall be limited to the amount of wages the individual would otherwise have earned from his/her regular employment.

7. Any aggrieved faculty member may present a grievance himself/herself at all stages of the grievance procedure, and may be represented or counseled by a person selected and approved by the Association. At all stages of the grievance procedure, the College may also be represented or counseled by individuals selected by the College. When a grievant elects to present his/her own grievance, the Association shall be supplied with a copy of the grievance petition and accompanying documents, if any, by the Office of the Dean of Academic Affairs within ten (10) days of the receipt of same by the Dean provided the grievance is moved at Step I and provided that the Association is not, itself, a grievant.

8. All conferences and hearings conducted under this grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representative or counselor as permitted by this Article, and a witness during the course of his/her testimony. At Step II hearings on contractual grievances, proposed witnesses who are non-bargaining unit employees of the College shall be scheduled by the College during times which do not interfere with assigned duties, provided that the grievant can show to the satisfaction of the President or his designee reasonable grounds for believing that such witnesses have relevant testimony to offer.

9. "Days" referred to in this Article shall mean calendar days, including semester recesses, except that holidays established in the College calendar shall not be counted.

10. The period between July 1 and Labor Day shall not be counted as part of the time limits referred to below in Sections B and C.

ARTICLE V continued:

11. Whether a grievance has been presented under the correct grievance procedure shall be determined by the grievance definition set forth in each procedure, which definition shall govern and limit the scope of contractual, non-contractual and statutory-regulatory grievances.

B. Contractual Grievance

1. Definition

A contractual grievance is an alleged misinterpretation, misapplication or violation of the express terms of this Agreement, but shall not include:

(a) Those matters which under the law or terms of this Agreement are not grievable; or

(b) Those matters which fall within the definition of "non-contractual or statutory-regulatory grievances" in Section C(1) of this Article.

2. Step I

Within thirty (30) days after the occurrence of the event which gave rise to a contractual grievance, or within thirty (30) days after the grievant should reasonably have known of such event, the grievant shall formally submit to the Dean of Academic Affairs a Statement of Grievance or Appeal on the form attached to this Agreement and made part hereof. Informal discussions during this time of the subject of the grievance with the Divisional Dean are recommended, as provided in Section A of this Article. Within three (3) days of his receipt of a contractual grievance, the Dean of Academic Affairs shall refer the grievance to the appropriate Dean having supervision of the area which is the subject matter of the grievance and such referral of the grievance by the Dean of Academic Affairs shall not be grievable. Within twenty (20) days after receipt or referral of the Statement of Grievance or Appeal by the Dean having supervision of the area which is the subject matter of the grievance, the appropriate Dean or his/her designee shall render a written report of the disposition of the grievance to the grievant. Without extending the twenty day period, the Dean to whom the grievance is assigned may, during such time, require one informal conference between an individual grievant and his/her Divisional Dean with the object of resolving the grievance informally.

3. Step II

In the event the grievant is not satisfied with the disposition of the contractual grievance at Step I, he/she may, within ten (10) days after receipt of the report and disposition at Step I, file with the President of the College a written Statement of Grievance or Appeal on the form attached. The Statement of Appeal shall be accompanied by a copy of the decision at Step I.

4. Grievance Hearing

The President or his designee shall conduct a closed hearing of the contractual grievance appeal. The hearing shall not be limited by strict rules of evidence. All documents submitted shall be marked in evidence. The hearing shall be concluded and the President of the College shall render his report and decision on the contractual grievance appeal within thirty (30) days from his receipt of the Statement of Grievance or Appeal. Copies of the President's decision shall be given to the grievant who filed the appeal and to the Association.

ARTICLE V continued:

5. Step III

If the aggrieved party is not satisfied with the disposition of the contractual grievance by the President, or if no disposition is made by the President within thirty (30) days from his receipt of the Statement of Grievance or Appeal, the aggrieved party, if it is not the Faculty Association, may request in writing that the Faculty Association submit the contractual grievance to arbitration. If the Faculty Association then finds that the contractual grievance is meritorious, it may submit the contractual grievance to arbitration within twenty (20) days from receipt by the Association of the President's disposition, if any, or within twenty (20) days from expiration of the President's time for disposition, whichever is sooner.

6. Step IV--Arbitration

(a) A list of arbitrators shall be requested from the Public Employment Relations Commission in accordance with its Rules and Procedures for the selection of an arbitrator.

(b) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which violates the terms of this Agreement, nor shall he have any authority to add to, subtract from, or in any way modify the terms of the Agreement. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States and decisions of the Chancellor of Higher Education and the State Board of Higher Education. The arbitrator shall not issue any monetary award which shall pre-date the occurrence of the event which gave rise to the grievance, or the date on which the grievant should reasonably have had knowledge of such event. The decision of the arbitrator shall be submitted to the Board and the Association and for contractual grievances only, such decision shall be binding on the College, on the grievant(s) and on the Faculty Association.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Faculty Association. Any other expenses incurred shall be paid by the party incurring the expenses.

C. Non-Contractual and Statutory-Regulatory Grievances

1. Definitions

A non-contractual grievance is an alleged misinterpretation, misapplication or violation of the policies or administrative decisions of the College which affect the terms and conditions of the grievant's employment, except that non-contractual grievances shall not include matters which under law are inherent managerial prerogatives or matters which under the terms of this agreement are not grievable. A statutory-regulatory grievance is an alleged misinterpretation, misapplication or violation of any New Jersey statute, or of any administrative rule, regulation or order of the Chancellor or Board of Higher Education, or other state or federal administrative agency affecting the terms and conditions of employment; including specifically any statute or administrative rule or regulation expressly or impliedly incorporated in this Agreement.

2. Step I

Should a faculty member feel aggrieved over a subject matter which is within the definition of a non-contractual or statutory-regulatory grievance, such faculty member shall discuss the grievance informally with his/her immediate supervisor within twenty (20) days after the occurrence with the objective of resolving the matter informally.

3. Step II

If within fifteen (15) days following the initial Step I discussion, the non-contractual or statutory-regulatory grievance has not been resolved to the satisfaction of the faculty member, he/she may formally submit to the Dean of Academic Affairs a signed written Statement of Grievance or Appeal outlining the pertinent facts and argument, including any relevant statute, rule, regulation or order, and the relief requested of the College to rectify the situation. The Dean of Academic Affairs or his/her designee will review the facts as presented and make any further inquiry deemed necessary before making a decision concerning the grievance. The Dean of Academic Affairs shall render a written disposition of the non-contractual or statutory-regulatory grievance to the grievant within twenty (20) days from receipt of the grievance.

4. Step III

In the event the grievant is not satisfied with the disposition of the non-contractual or statutory-regulatory grievance at Step II, he/she may, within fifteen (15) days after receipt of the disposition at Step II, file a written appeal with the President of the College, requesting him to review the decision of the Dean of Academic Affairs. Upon receipt of the appeal, the President or his designee shall make such further inquiry as he/she deems necessary, and the President shall deliver a copy of his decision on such appeal to the grievant and the Association within twenty (20) days from receipt of the grievance.

5. Step IV

If the aggrieved person is not satisfied with the disposition of his/her grievance by the President of the College, the grievant may request that the Association submit his/her grievance to advisory arbitration, providing that no other proceeding, petition or appeal has been initiated by the grievant or the Association, arising out of the same factual circumstances or seeking similar relief. If the Association desires to submit the grievance to arbitration, it must, within twenty (20) days after receipt by the Association of the Step III decision of the President of the College, submit such grievance to the Public Employment Relations Commission in accordance with the rules and regulations of such organization. The arbitrator's decision shall be advisory and shall not be binding on either party. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion of the issue submitted. The costs of arbitration, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of a hearing room shall be borne equally by the the College and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Election of Remedies

The filing of a non-contractual or statutory-regulatory grievance with the Dean of Academic Affairs shall be deemed an acknowledgment by the grievant that the subject matter appealed is beyond the definition of "contractual grievance" as set forth in Section B(1) of this Article. If the grievant or Association initiates a proceeding or appeal arising out of the same factual circumstances or seeking similar relief before any administrative agency or judicial authority to which jurisdiction of the subject matter has been conferred by law, the pending grievance proceeding shall be stayed until such administrative agency or judicial authority renders a final determination or remands the matter for continuation of the grievance proceeding. Nothing contained herein shall limit the right of the grievant or the Association to take a judicial appeal or initiate administrative proceedings after the grievance proceeding has been concluded.

E. Group Grievance

If in the judgment of the Association a grievance affects a group or class of faculty members, the Association may, within the applicable time period, file either a contractual, non-contractual or statutory-regulatory grievance under the appropriate procedure in this Article, subject to the limitations of paragraph D of this Article.

F. Withdrawal of Grievance

A grievance may be withdrawn at any time and at any Step in the procedure and, in the event of such withdrawal, the grievance shall not be continued.

ARTICLE VI

PROMOTIONS

A. On or before October 15 of each academic year, the President of the Association shall advise the President of the College of the names of two faculty members designated by each Division Peer Evaluation Committee who will serve as the Faculty Promotion Procedure Committee. The FPPC shall be a special committee of the College, but shall not be considered a standing committee of the President's College Council.

B. A faculty member who has been employed at the College in his/her present rank for at least three years and who meets the minimum requirements for promotion specified below, may file a three-part application for promotion to the next higher rank. Such application shall be submitted not later than November 1 to the faculty member's chairperson and then to the Faculty Promotion Procedure Committee. The faculty member shall retain the third copy of the form. Such committee shall meet to consider promotion applications submitted to it. The Committee shall thereafter forward its recommendations for promotion, in writing and in rank order, together with reasons in support thereof, to the Divisional Deans and the Dean of Academic Affairs who shall, after review forward his/her recommendations and those of the Committee to the President of the College.

C. The President shall consider the aforesaid recommendations and forward his/her own recommendation to the Board in sufficient time for the Board to act upon the recommendation at its April meeting. The President shall at the same time advise the Dean of Academic Affairs and the Committee of his recommendations. A faculty member whose application for promotion in rank was not acted on by the Board of Trustees at their April meeting may contact his/her Department Chairperson specifically regarding at what level in the process the application did not receive an endorsement.

ARTICLE VI continued:

D. It is understood that responsibility for action on the President's recommendations for promotion rests with the Board of Trustees of the College. Decisions of the Board regarding promotion shall be final and not grievable, except as to the procedures specified in this Article.

E. Standards for Academic Rank

1. Instructor: Basic Qualifications

(a) No person holding the Master's Degree will be hired at a lower rank than Instructor, provisions of Article XV (E) notwithstanding.

(b) Master's Degree with either one year of teaching experience on the collegiate level or related professional experience; or

(c) Bachelor's Degree with three years of related professional experience, including at least one year of college level teaching.

2. Assistant Professor: Basic Qualifications

(a) Master's Degree with five years of related professional experience, including at least three years of college level teaching; or

(b) Bachelor's Degree with seven years of related professional experience, including five years of college level teaching.

3. Associate Professor: Basic Qualifications

(a) Doctorate with either six years of college level teaching or related professional experience; or

(b) Master's Degree with either eight years of college level teaching or related professional experience.

4. Professor: Basic Qualifications

(a) Doctorate with either eight years of college level teaching or related professional experience; or

ARTICLE VI continued:

(b) Master's Degree with either ten years of college level teaching or related professional experience.

F. Guidelines for Computing Relevant Professional Experience for Promotion in rank:

1. Where appropriate, one (1) year of college level experience shall be credited for every two (2) years of the following relevant experience:

(a) Full time high school or elementary school teaching

(b) Business, commercial or government employment

(c) Part time college teaching, including work as a graduate assistant.

2. Credit for military service shall be computed in accordance with N.J.S.A. 18A:29-11.

Equivalent credits shall not be computed or recognized for promotion in rank where a degree is specified.

ARTICLE VII

EVALUATION

A. Purpose

The purpose of the faculty evaluation is to develop the teaching potentials of all faculty members and to provide reasonable academic criteria for granting promotion, re-appointment and tenure.

B. Frequency

1. All non-tenured faculty members shall be formally evaluated pursuant to this Article at least once annually during the first four (4) years of their employment, except that in the fifth (5th) year of employment the formal evaluation procedure provided for herein need not be complete prior to any informal notices as set forth in Article III.

2. Tenured faculty shall be formally evaluated pursuant to this procedure at least once every five (5) years after the year in which tenure was conferred.

3. The College reserves the right in all cases to evaluate faculty members more frequently than set forth in subsections (1) and (2) above. After any such evaluation, the faculty member may confer with his or her Chairperson regarding such evaluation to learn the reason for it.

4. The faculty members must be given not less than 48 hours advance notice of the approximate time during which classroom visits will take place in connection with the administrative portion of the evaluation.

5. In all cases of evaluation other than the formal evaluation set forth herein, the College, in its discretion, may complete any or all portions of the evaluation procedure.

ARTICLE VII continued:

C. Elements of Formal Evaluation Procedure

The formal evaluation procedure shall be fourfold:

1. The administrative evaluation.
2. The peer evaluation.
3. The self-evaluation.
4. The student evaluation.

All aspects of the formal evaluation procedure shall be considered.

D. Criteria

The administrative, peer and self-evaluation portions shall be based upon criteria such as: teaching effectiveness, departmental or institutional service, administrative effectiveness, relevant community service, scholarly achievement and professional growth.

E. Administrative Evaluation

1. The department chairperson's evaluation shall be part of the administrative evaluation.

2. Any written evaluation reports shall be completed and presented for inspection to the faculty member at the formal evaluation conference with the appropriate department chairperson. If a faculty member has applied for promotion, the chairperson evaluating such promotion request shall send to the faculty member an exact copy of the completed form of recommendation for promotion in rank prior to its being forwarded to the Dean of Academic Affairs.

3. The faculty member shall sign the final evaluation report, signifying that it has been read and reviewed in consultation with the department chairperson. With regard to the conclusion contained therein, such evaluation reports shall disclose the basis, such as, but not limited to, the time and duration of classroom visitations, scheduled conferences, development

of syllabi, and use of appropriate available instructional materials upon which the evaluation rests. Administrative evaluations need only make specific suggestions for improvement of the faculty member's teaching effectiveness or career goals where appropriate.

4. At the formal evaluation conference with the department chairperson, the faculty member will be given a copy of the final administrative evaluation report.

5. If the College conducts a formal evaluation of a faculty member in addition to the chairperson's evaluation, the faculty member will be given a copy of any and all such reports.

6. All evaluation reports will be maintained in the faculty member's official personnel file, except for Student Opinion Reports which will be kept separately in accordance with Paragraph F of this Article.

F. Student Evaluation

The student evaluation of faculty shall be conducted through the Student Opinion Report attached to this agreement and made a part hereof, which shall be on carbonized or NCR paper, or through such other form as may be mutually agreed upon by the parties to this agreement. The Dean of Academic Affairs shall select students to distribute and collect SOR's in class during the 14th week of the respective semester unless the last class of the course occurs prior to such date. The students so designated shall collect the completed SOR's and give the faculty member carbon copies of the SOR's received from the students of such faculty member. Simultaneously, the faculty member shall sign a receipt acknowledging the number of copies received. The designated student shall then immediately deliver the original SOR forms and the faculty member's receipt in accordance with instructions of the Dean of Academic Affairs. Each faculty member evaluated by SOR's will also be provided with a copy of the summary computer printout of the responses received from his/her students within a reasonable time after the same is produced. The College will compile a computer printout for each department, and shall deliver a copy of such departmental printout to the Faculty Association. The original SOR forms shall not be part of the faculty member's personnel file, but shall be separately maintained by the College for a period of three years, after which the College may destroy same. Summary computer printouts shall be separately maintained by the College so long as the faculty member is employed by the College. Access to SOR's shall be limited to the Board of Trustees and College Administrators, or other persons directly involved in a proceeding initiated by a party to this agreement or by a faculty member. There shall be no limitation of access to, or use of, statistical analysis of SOR's which does not identify faculty members or students. The College reserves the right to determine and develop appropriate procedures to assure the authenticity of student evaluations of faculty which are not inconsistent with the provisions of this paragraph, and which do not direct the manner in which the faculty member teaches such class.

G. Peer Evaluation

The peer evaluation shall be conducted by an Evaluation Committee consisting of both tenured and non-tenured faculty members if available, exclusive of the department chairpersons, elected by faculty members upon a division-wide basis.

The Evaluation Committee shall prepare a written report based upon the criteria set forth in Section D. In addition, if appropriate, the

ARTICLE VII continued:

Committee shall make specific suggestions for the improvement of the faculty member's teaching effectiveness or career goals. Copies of the Committee's report shall be forwarded to the Divisional Dean and the evaluated faculty member no later than February 1.

H. Self-evaluation

The self-evaluation will be presented in writing to the department chairperson and shall be based upon the criteria set forth in Section D. To be considered, the self-evaluation report must be submitted no later than February 1 of the academic year.

I. Faculty Response

A faculty member may append his/her pertinent written comments to any written evaluation reports generated from formal evaluations or other administrative evaluations made pursuant to sub-paragraph B (3) of this Article. A faculty member who exercises the right of response to his/her formal evaluation shall not be criticized, reproached or reprimanded for having exercised that right, nor shall having exercised it be considered detrimental in any evaluation of the faculty member. If that response contains statements which, in the opinion of the Dean of Academic Affairs or his/her designee, exceed fair comment or derogate the chairperson, the Dean of Academic Affairs or his/her designee may schedule a conference to include the faculty member, the chairperson and representative of the Dean of Academic Affairs to evaluate such statements. If as a result of such conference, the Dean determines such statements to be unjustified, or if the faculty member declines to attend such a conference, such statements then may become subject to reply, criticism, reproach or reprimand. Record of the matter shall be included within the faculty member's official personnel file.

ARTICLE VII continued:

J. Non-Grievable

The substance, opinions, and conclusions of any evaluation report shall not be grievable, but evaluation reports may be introduced as evidence supporting allegations of violations of Articles XIX, XXI, or III (D) of this agreement. However, criticism set forth in evaluation reports shall not constitute a reprimand in writing under Article III (D).

ARTICLE VIII

PERSONNEL FILE

A. The College shall maintain one (1) official personnel file for each faculty member and shall make reasonable effort to keep the file accurate. Papers maintained by chairpersons or others shall not constitute the official file. Any evaluation documents placed in the personnel file shall not be modified, but may be supplemented providing same is also placed in the personnel file and the faculty member is so advised. Material relating to initial appointment solicited under conditions of confidentiality shall be excluded from the personnel file and shall not be used in actions subsequent to commencement of full-time employment.

B. Upon advance request a faculty member may personally examine his/her file during College business hours. At the option of such faculty member, one (1) representative of the Association may also be present. A representative of the College must be present during such examination and because of limitations of College personnel, it may not be possible to immediately grant all requests for examination of personnel files.

C. A faculty member may obtain one (1) copy of any material in his/her personnel file. Further requests for copies will be filled at the cost of fifty cents per page. Requests for a copy of a Student Opinion Report will be honored without charge if the requesting party did not receive a clear copy at the time the Report was originally distributed, otherwise there will be a fifty cent charge per page.

ARTICLE VIII continued:

D. A faculty member may have inserted into such personnel file his/her written response to any material considered derogatory. The faculty member may make request to the Office of Dean of Academic Affairs to remove any material considered obsolete or otherwise inappropriate for retention. Such requests for removal of material may be granted or denied in the discretion of the appropriate administrator designated by the College to review such requests. The faculty member shall be advised of the decision.

E. Whenever anonymous or signed complaints are deemed worthy by the College administration of placement in a faculty member's personnel file, written notice of the placement of such material in the personnel file shall be given to such faculty member.

F. A faculty member shall be advised one (1) day in advance whenever information from his/her personnel file is given to a party not affiliated with the College, except if such information is required pursuant to a court order or a subpoena, notice will be given to the faculty member immediately upon compliance with such order or subpoena.

ARTICLE IX

ACADEMIC RIGHTS AND RESPONSIBILITIES

A. Normal Teaching Load

A full-time normal teaching load is defined as thirty (30) teaching load credit hours per academic year, including assignments in the Continuing Education Division, of which not more than 18-1/2 may be required in any given semester. The College may require a full-time faculty member to teach as many as 33-1/2 credit hours in one academic year.

Overload is defined as teaching load credit hours in excess of thirty (30) per academic year. In the event that a faculty member is assigned eighteen (18) teaching load credit hours in the fall semester, then his/her normal load in the spring semester shall be twelve (12) teaching load credit hours. Such individual shall be given the right in the spring semester to teach an additional three (3) teaching load credit hours in his/her area of discipline in order to earn overload before any adjunct faculty is given the opportunity to teach such course. If a faculty member fails within twenty days from the issuance of such offer to accept the offer of three additional teaching load credit hours in the spring semester, the College may assign such three credit hours to the adjunct faculty.

Overload payments for teaching credits in excess of eighteen (18) for the fall semester will be made ratably, commencing with the fourth pay period of the fall semester. A faculty member may elect to receive reimbursement for overload credits in excess of 15 and up to 18 during the Fall Semester. The faculty member must make the above election in writing to the Office of the Dean of Academic Affairs no later than October 1. Payment of this overload will be made prior to the beginning of the Spring Semester. If

448

the Spring Semester teaching load for a faculty member electing overload payment does not confirm the overload paid, then the College will deduct the previously granted overload payment from the remaining balance of the faculty member's salary.

B. Work Year

A faculty member shall continue to be employed for a contract year spanning the period from September 1 to June 30.

C. Laboratory Teaching Load

Laboratory-type teaching situations shall be equated on the basis of three (3) laboratory hours being equal to two (2) lecture hours, except that laboratories in Biology, Physics, Electronics Engineering Technology, Mechanical Engineering Technology, Agriculture Technology, Engineering, and Surveying only, shall be equated on the basis of one (1) laboratory hour being equal to one (1) lecture hour, and laboratories in Dental Technology, Chemistry, Computer Information Systems (effective 9/1/87), Science, and Nursing shall be equated on the basis of six (6) laboratory hours being equal to five (5) lecture hours, provided that with respect to any laboratory mentioned above equated at a ratio other than three for two, there are twelve (12) or more students enrolled in such laboratory section as of the tenth day of the semester (excluding Saturday and Sunday). If there are less than twelve (12) students enrolled as of the tenth day, such laboratory shall be equated on the basis of three (3) laboratory hours being equal to two (2) lecture hours. The stated condition of minimum student enrollments shall not apply to either Nursing or Medical Laboratory Technology courses in which enrollment is restricted by law, by contract with cooperating hospitals, or by the standards of the accrediting agencies.

D. Faculty Office Hours

Each faculty member shall officially schedule and be available a minimum of 180 minutes per week (Monday through Friday) as his/her office hours. These office hours shall be scheduled on not fewer than two days of each week. Of the officially scheduled minimum of 180 minutes per week, not more than 120 minutes on any one day shall be offically scheduled for office hours. No officially scheduled office hour shall be less than 30 minutes.

Due to the special characteristics of those sciences and technologies having laboratory and/or clinical components, faculty members in those disciplines may deviate from the above requirements upon the special approval of their Divisional Dean and the Dean of Academic Affairs.

ARTICLE X

FACULTY PRIVILEGES

A. Faculty members shall be afforded the following privileges:

1. The College will designate appropriate parking facilities for the use of faculty. Each faculty member will be assigned to a faculty parking area on other than an individual basis. Such parking assignments shall be made at the discretion of the College administrators, although an effort will be made to take into consideration the proximity to offices and/or classroom assignments.

2. Faculty members shall have the right to utilize the College Library/Learning Resources Center at all times when the College is in session. Upon the request of faculty members, circulating materials previously charged out to them will be renewed as often as necessary for the length of any given semester. Individual faculty members are responsible for returning such materials to the College Library upon the completion of the semester.

3. Whenever an employee has received approval from the Dean of Academic Affairs to use his/her own automobile in order to attend an approved College-related function, he/she shall be compensated at the current College per mile rate for the most direct route of such travel. Tolls during such travel shall be reimbursed when supported by receipts.

B. Tuition reimbursement:

The College agrees to reimburse eligible full-time faculty for the tuition cost of graduate academic courses taken at an accredited institution of higher education. Such reimbursement will be limited to six (6) academic credits per year at the maximum in-state per credit tuition rate

ARTICLE X continued:

of Rutgers, the State University. The total reimbursement to faculty for graduate tuition cost may not exceed $15,000 in each contract year. All applications for graduate tuition reimbursement must be submitted by the faculty member to the Office of the Dean of Academic Affairs based on the following timetable: October 1 for Fall courses, February 1 for Spring courses, June 1 for Summer courses. Actual reimbursement will only be considered upon receipt by the Office of the Dean of Academic Affairs of an official transcript or notification indicating satisfactory completion of the course(s) by the course instructor. The deadlines for receipt of transcripts are as follows: March 1 for Fall courses, June 24 for Spring courses, August 31 for Summer courses.

	Fall Courses	Spring Courses	Summer Courses
Application	October 1	February 1	June 1
Transcript	March 1	June 24	August 31

C. Upon approval by the Dean of Academic Affairs, faculty members and/or their spouses may enroll at the College for credit courses on a tuition free basis for no more than a combined total of 15 credits per fiscal year.

ARTICLE X continued:

Dependent children of faculty members who meet the College's academic standards and who receive the permission of the Dean of Academic Affairs shall be permitted to enroll on a tuition free basis at the College for a maximum of 30 credits per fiscal year.

The above indicated waiver of tuition does not apply to any and all applicable fees.

Tuition will be waived for an employee, spouse, or dependent children who enroll for not more than a total of four Community Service Program courses during each fiscal year provided that: a) There are sufficient paid enrollments to justify offering the course; or b) that the course is not provided by an outside source for which tuition cannot be waived; or c) that the course is conducted on campus. Other fees and charges incidental to the course shall be paid by the employee.

D. The College presently provides day care services for children of students. If after giving priority to students there remains an ability to accommodate additional children, faculty members together with other employees may enroll their children on a first-come, first-served basis to complete the enrollment capacity of the day care center.

E. Open full-time faculty and administrative positions including chairperson positions will be publicized in the Job Opportunity notice or similar other publication at least five (5) days prior to the position being filled.

F. Faculty shall be able to purchase merchandise, supplies and single copies of books sold at the college bookstore at a 15% discount on all non-sale items, provided a 15% mark-up exists.

ARTICLE X continued:

G. Sick Leave Payout

1. A faculty member who is sixty (60) years of age or older and has ten (10) or more years of continuous service at the College and elects to retire shall be eligible to receive a payment for fifty (50) percent of his/her unused sick leave to a maximum of $1,500. Effective September 1, 1987 this maximum will be increased to $2,500.

2. A faculty member who has fifteen (15) years of continuous service at the College and whose employment is terminated for a reason other than just cause shall be eligible to receive a payment for fifty (50) percent of his/her unused sick leave to a maximum of $1,500.

3. An approved leave with pay will not be considered a break in continuous service, but periods of leave without pay shall not be counted towards either the ten (10) or fifteen (15) years required for eligibility.

4. All sick leave payouts shall be computed at the employee's hourly rate of compensation as of the date of retirement or termination of employment.

ARTICLE XI

SPECIAL PURPOSES LEAVE

Special purpose leaves of absence without compensation or fringe benefits may be granted by the President of the College upon application of a faculty member after favorable recommendation of such leave by the department chairperson, Divisional Dean and the Dean of Academic Affairs. It is intended that not more than five (5) faculty members will be granted special purpose leaves during one (1) academic year. Application for special purpose leave of absence must be submitted to the President of the College at least three (3) months prior to the requested commencement date of the leave. The application for special purpose leave of absence must meet the eligibility requirements and criteria set forth in this Article. Final determination of whether or not the request shall be granted shall rest solely in the discretion of the President, and his/her decision shall not be grievable.

A. Eligibility Requirements

Faculty members who have completed six (6) consecutive years of service to the College shall be eligible for special purpose leave not to exceed two consecutive semesters in duration. Faculty members who have completed two (2) consecutive years of service to the College shall be eligible for special purpose leave which does not exceed one (1) semester in duration.

B. Criteria

Those faculty members who have completed six (6) years of service to the College may request special purpose leaves for the following purposes:

1. Acceptance of invitational self-terminating assignments offered by governmental agencies or non-profit foundations seeking faculty member's special expertise.

2. Completion of a graduate program of advanced study leading to a degree relevant to such faculty member's teaching field.

3. Services as a full-time officer or full-time staff member of a non-profit professional organization involved in the furtherance of scientific research or educational projects.

4. Employment by a profit-making organization.

Those faculty members who have completed two (2) consecutive years of service may request special purpose leave for the purpose of either completing a graduate program of advanced study leading to a degree relevant to such faculty member's teaching field, or to take graduate level instruction at an accredited institution of higher education, in order to acquire new methodology essential to the specific academic disciplines of such individual, provided that the duration of leave for advanced study does not exceed one academic semester. A one semester special purpose leave at the discretion of the Board of Trustees may be extended up to the end of the next consecutive academic semester, providing written request for such extension is submitted to the President of the College not later than 45 days prior to the date fixed by the County College of Morris for commencement of the next consecutive academic semester.

C. General Requirements

No such application shall be approved unless the President is satisified that the absence of such faculty member will not be detrimental to curricula or on-going programs of the College, and unless the President is satisfied that as a result of such leave benefit will accrue to the College.

ARTICLE XI continued:

D. Intent to Return

A faculty member applying for such leave shall signify in writing his/her intent to return to full-time employment upon expiration of the leave.

E. Reemployment

A faculty member on special purpose leave shall not be entitled to receive compensation or other benefits during the leave, including but not necessarily limited to seniority, longevity, salary, pension or health benefits. Upon expiration of such leave the faculty member shall be entitled to employment in the same position and at the same salary held at the commencement of the leave, providing the position has not been abolished in accordance with law.

ARTICLE XII

LEAVES OF ABSENCE

A. Maternity Leave

1. A pregnant faculty member may apply for a leave of absence without pay or fringe benefits except as hereinafter specified. A request for maternity leave shall be made in writing to the Dean of Academic Affairs at least sixty (60) days prior to the day the leave is to become effective, unless the attending physician specifies the medical necessity for such leave to commence on shorter notice. Faculty members on maternity leave during the period of actual physical disability due to pregnancy shall be eligible to receive all benefits associated with temporary disability on the same basis as such eligibility is determined due to any other disability. Retirement and medical benefits shall be granted during the period of maternity leave in conformity with the laws, rules and regulations established by appropriate state departments. Time spent on maternity leave after the expiration of the semester in which such leave commences shall not be counted as regular service for promotion, salary adjustment, or seniority.

2. A faculty member returning from maternity leave shall be required to give sixty (60) days written notice to the Dean of Academic Affairs of the desired date for return to employment. Return to employment at a time other than the beginning of a new semester shall be at the discretion of the College. The College administration will place the faculty member, upon her return, in the same position and salary she vacated at the commencement of the leave providing her position has not been abolished in accordance with law.

3. A statement from the faculty member's physician certifying that the faculty member is physically able to return to duty shall be furnished to the College before return from maternity leave is permitted.

4. Maternity leave for tenured faculty members may extend up to one (1) year. Maternity leave for non-tenured faculty members shall not extend beyond June 30th of the current academic year in which such leave commences. Failure of a non-tenured faculty member to deliver written notice of intention to return to employment by June 30th of the academic year in which the leave commenced shall, at the option of the College, constitute a notice of resignation.

B. Bereavement

Faculty members shall be entitled to up to five (5) days leave with pay for observance of the death of spouse, father, mother, child, sibling, grandparents, or parents of a spouse. Relationships of stepchildren and adopted children shall be considered the same as naturally-born. Faculty members shall give reasonable and prompt notice to their department chairperson and upon returning from bereavement leave shall confirm in writing to the department chairperson the purpose of the leave and the relationship of the decedent. Unused bereavement leave shall not be accumulated after the expiration of the contract term for the following academic year, nor shall such unused leave be compensated upon termination of employment or retirement.

C. Jury Duty

When a faculty member receives a subpoena for jury duty, he/she shall be given a leave for the term of such jury duty providing notice of jury duty is presented to his/her department chairperson immediately upon receipt of same. The faculty member on jury duty is expected to report to work whenever not actively serving as juror, providing such duty has been excused by the judge or other duly-authorized court official. While serving on jury duty, the faculty member shall be paid the difference between regular salary, computed on a daily basis, and the daily jury fee paid by the court. A certification of the number of days actually spent by the faculty member on jury duty service must be obtained from the appropriate court official and must be submitted to the Dean of Administration. However, the College will not compensate faculty members who are absent from employment whether voluntary or under subpoena to participate as a litigant or witness in any proceedings, judicial or otherwise, in which the faculty member or association is an interested party, or the College or any of its employees is a litigant. The faculty member will suffer no loss of compensation when testifying under subpoena issued by the College or under subpoena of a third party who has made a claim against the College or its personnel, providing such third party is not an employee of the College.

D. Government Service Leave

Any tenured full-time faculty member elected to hold office in county, state or federal government shall be entitled to a leave of absence without pay for the first term of such elective county, state or federal office. Time spent on such government service leave shall not be counted as regular service for purpose of promotion, salary adjustment, seniority in faculty affairs, retirement, or other ancillary benefits.

ARTICLE XII continued:

E. Personal Leave

Commencing with the second academic year of employment each faculty member shall be entitled to up to three (3) days leave per contract year with full pay to take care of personal or family emergencies or responsibilities or to observe religious holidays. A faculty member planning to use a personal leave day shall (whenever possible) submit five (5) days in advance of the requested leave, a written request to the Dean of Academic Affairs setting forth the reason for such leave, and further advising of the arrangements the faculty member has been able to make with his/her colleagues for coverage of his/her employment duties during such absence. An informational copy of the written request is to be forwarded by the faculty member to the Department Chairperson. Approval of personal leave requests should be obtained in advance from the Dean of Academic Affairs who will give such approval in writing, and whenever possible deliver such written approval in advance of the leave. Personal leave is not intended to be used to extend other types of leaves provided in this Article, such as sickness, injury, or bereavement leaves. While the College may permit such extensions, denials by the Dean of Academic Affairs to add personal leaves to extend other types of leaves shall not be grievable.

F. Military Leave

A faculty member inducted into the armed forces during the period of this Agreement shall have the right to reinstatement to his/her former position at the termination of such military service, providing that within ninety (90) days of receiving a discharge, other than dishonorable discharge, from such armed forces, the faculty member applies to the College for reinstatement. Time spent during such inducted military service shall be treated as a leave of absence during which the faculty member shall not be entitled to any form of compensation. The faculty member returning from such military leave shall receive the salary which would have been achieved had it not been for the absence on military leave. Such returning faculty member shall be afforded all other rights provided by applicable statutes, including N.J.S.A. 18A:6-33. The College, for a period of no more than fifteen (15) days, will pay to a faculty member on active duty in the National Guard or the U.S. Armed Forces reserve, the difference between the compensation received from the National Guard or the U.S. Armed Forces reserve and such faculty member's regular salary, provided that the National Guard or the U.S. Armed Forces reserve requires such faculty member to be on duty on dates other than the months of July and August. No compensation will be paid by the College for service of faculty members in the National Guard or the U.S. Armed Forces reserve during the months of July and August.

G. Sick Leave

Each faculty member shall be entitled to a maximum of ten (10) sick days during the work year. In the event a faculty member is absent for three (3) or more consecutive working days, the College may require such faculty member to produce a doctor's certification of illness or injury. During such permitted sick leave the faculty member shall receive full salary. The faculty member shall be responsible to give prompt notice to his/her department chairperson of sick leave absences, giving the reason and probable duration of such sick leave.

ARTICLE XII continued:

H. Sabbatical Leaves

1. Purpose and Use of Sabbatical Leaves

Sabbatical leaves are awarded by the Board of Trustees to selected members of the full-time teaching faculty to foster their creative activities related to their teaching disciplines, which will increase their professional effectiveness and usefulness to the College. Acceptable pursuits include graduate studies, research, or writing in completion of a degree, scholarly research, and/or writing for publication, advanced study, or other intellectual activities or travel clearly relevant to and designed to enhance the recipients's value to the College. Sabbatical recipients shall not engage in any regular remunerative employment while on leave except that fellowships, scholarships and similar grants may be accepted to accomplish the stated purpose of the leave.

2. Eligibility

Eligibility is limited to faculty members who have completed six (6) consecutive years of full-time active service with the College, and who have not been granted sabbatical leaves by the College during the preceding six (6) years. Having satisfied these criteria, eligibility is further limited to otherwise eligible faculty members who have demonstrated a high degree of performance and promise in their work and who have otherwise served the College in exemplary fashion.

3. Period and Salary

Sabbatical leaves are awarded for either one or both semesters of a given academic year. Applicants are required to request one or the other at the time of application. The College will consider the needs and wishes of the applicant with respect to the timing of the leave but reserves the right to adjust or defer the leave in accordance with the need of the College for the applicant's services. Salary paid the recipient by the College during the sabbatical leave shall be one-half of the recipient's annual contract salary for a two-semester leave, or one-half the annual contract salary for a one-semester leave. Salary payments will be made biweekly during the leave.

4. Faculty Sabbatical Leave Committee

Six (6) members of the tenured faculty, representing broadly the academic desciplines within the College, shall be appointed annually by the President of the College as the Faculty Sabbatical Leave Committee. Such committee shall evaluate all applications from full-time faculty members (excluding chairpersons) and shall interview such applicants. The Faculty Sabbatical Leave Committee shall make a determination to recommend or not recommend each application filed with it. The Faculty Sabbatical Leave Committee shall forward to the Dean of Academic Affairs all sabbatical leave proposals which the committee endorses and recommends, ranking such proposals in order of priority, together with the rationale in writing for the committee's acceptance of each proposal. The Committee shall forward all proposals recommended by it whether or not the total recommended is more or less than the limitations set forth in subparagraph 9.

5. Application and Submission of Plans

Applications from faculty members for sabbatical leave shall be submitted to the Faculty Sabbatical Leave Committee, with copies to the faculty member's department chairperson, no later than November 15th of the year preceding the academic year in which the leave is desired. Applications shall contain a detailed prospectus of the intended activity, including purpose, objectives and plans, and shall explicitly describe how the proposed activity will increase the recipient's value to the College.

6. Review and Award

The Dean of Academic Affairs shall appropriately review and evaluate the sabbatical leaves recommended by the Faculty Sabbatical Leave Committee and simultaneously forward his/her evaluation and recommendations to the President of the College, and the Faculty Sabbatical Leave Committee, and shall forward to each applicant recommended by the Faculty Sabbatical Leave Committee, the evaluation of that applicant's proposal, indicating any deficiencies and reasons for rejection. The President shall defer review and decision on faculty sabbatical proposals for thirty (30) calendar days from receipt of the recommendations of the Dean of Academic Affairs. Each applicant recommended by the committee shall have the right to submit a revised or supplemented prospectus to the President of the College within thirty (30) calendar days from the Committee's receipt of the recommendations of the Dean of Academic Affairs. Any such revised or supplemented prospectus submitted within such thirty (30) day period shall be considered by the President, but the President shall retain the discretion to recommend or reject any sabbatical leave proposal. Those sabbatical leave proposals approved by the President shall be submitted to the Board of Trustees for its consideration and award of sabbatical leaves. The President of the College will advise the Committee and the Association in writing of the reasons for rejecting any recommendations of of the Committee.

ARTICLE XII continued:

7. Obligation to Return and Report

Recipients of sabbatical leaves shall, upon acceptance of a sabbatical leave award, signify their obligation to remain in the service of the College for a period of not less than two (2) consecutive years following expiration of the leave. Recipients of sabbatical leaves shall, immediately upon their return to the College, submit to the Board of Trustees and the Dean of Academic Affairs copies of comprehensive written report of the activities and accomplishments of the leave and its value to the College, such report to be of publication quality.

8. Conditions of Sabbatical Leave Awards

(a) It is clearly the intent of the Board of Trustees to make sabbatical leave awards, within the limitations of funds available, to those applicants whose past performance, promise, and plans for leave are demonstrably superlative and whose absence would not impair or impede the effectiveness of their department during the time of the leave.

(b) The period of sabbatical leave shall be credited as regular full-time service for retirement purposes, the granting of salary adjustment and other benefits as though the recipient were in regular employment.

(c) The Board of Trustees may, upon special recommendation of the President of the College and the Faculty Sabbatical Leave Committee, consider an applicant for sabbatical leave who has completed less than six (6) years of continuous full-time service.

ARTICLE XII continued:

(d) The Board of Trustees may approve exceptions to the rule of "no remunerative employment" where unusual circumstances prevail, such exceptions to be individually determined and non-precedent setting.

9. Funding

The Board will fully fund three sabbatical leaves for the 1986/87 academic year. Beginning with the 1987/88 academic year, the Board will fully fund four sabbatical leaves each contract year.

ARTICLE XIII

REDUCTION IN FORCE

In the event of reduction in force the College and the Association agree the provisions of NJAC 9:4-5.1 - 5.11 will apply.

ARTICLE XIV

HEALTH AND PENSION

A. Health

Eligible employees may enroll in the State Health Benefit Plan in accordance with the established procedures. The College shall bear the full cost of premiums for the Plan for the employee and his/her dependents.

B. Pension

All employees must enroll in the Alternate Benefit Plan or other state administered pension system in accordance with the established procedures of the System.

C. Dental Plan

The College shall bear the cost of the premium of a dental plan for each unit member up to $100 per year per employee for both years of this contract.

ARTICLE XV

SALARY

A. Salary Increase

1. Effective September 1, 1986, the base salary of each unit member who was employed full time by the College for one semester or more during the preceding academic year, shall be increased by 3.35% plus $555. An additional amount equal to $50 multiplied by the unit member's years of consecutive service, as agreed upon by the parties, will be added to the base salary. No unit member will receive less than a $1,500 increase for the academic year.

2. Effective September 1, 1987, the base salary for each unit member who was employed full time by the College for one semester or more during the preceding academic year, shall be increased by 3.35% plus $585. An additional amount equal to $50 multiplied by the unit member's years of consecutive service, as agreed upon by the parties, will be added to the base salary. No unit member will receive less than a $1,500 increase for the academic year.

3. Salary ranges for each contract year are set forth in Exhibit D.

B. Payment of Salary

Salary for the contract term shall be paid to each faculty member biweekly during the academic term. Salary payments shall not be advanced. Those on leave shall be paid upon return to employment. Pay checks will be distributed via each faculty member's chairperson. The Board reserves the right to determine the form of checks, accounting procedures, and whether to issue same manually or by computer or have such services performed by outside contractors. The College shall incur no liability to any faculty member for the delay in the distribution of salary checks due to causes beyond the control of the College.

C. Legal Limitations or Impositions

This Agreement and specifically the wages provided for in this Article are subject to present and future limitations, freezes, stabilization, or other statutes, executive orders, or administrative regulations which federal or state law or authorities may enact. To the extent that any provision of this Agreement or the wages provided for herein exceed that permissible by any federal or state law, executive order or administrative regulation, such provision or excess wage shall be deemed invalid except to the extent permitted. Such invalidity shall not nullify this Agreement which in all other respects shall continue in full force and effect.

D. Withholding Salary Adjustment

Upon recommendation of the President of the College, the Board of Trustees reserves the right to withhold any portion of the salary adjustment for inefficiency and for other good cause.

E. Initial Salary

The College in its discretion shall determine the initial salary within the ranges established in Exhibit D. Placement of lecturers and instructional assistants will be in accordance with the following guidelines:

1. Lecturer: The classification of Lecturer is intended to accommodate special situations whereby benefit may accrue to the College and its educational program. The qualifications for the rank of Lecturer include the capacity to make a special contribution in a literary, scientific or

technological field which is not within the scope of recognized graduate study. Lecturers shall be appointed at an annual salary within the ranges of the established salary ranges and shall be eligible to receive the salary adjustments resulting from modifications of this agreement.

2. Instructional Assistant: The Instructional Assistant is hired to provide assistance in teaching, laboratory, and clinical areas. The Instructional Assistant acts under the supervision of the department chairperson and will not perform the duties of the full-time faculty. The associate degree is the minimum qualification. Instructional Assistants shall be appointed at an annual salary not to exceed $15,000. This proviso shall be in effect for the life of this contract. Instructional Assistants shall receive the salary adjustments which result from changes to this agreement if reappointed for a subsequent academic year.

F. Salary Adjustment

The salary adjustment for full-time faculty is effective as of September 1 of each year. For faculty members hired after September 1, the salary adjustment shall be credited for one semester or more experience. Less than one semester's experience shall not be credited.

G. Adjustment for Promotion in Rank

A faculty member granted a promotion in rank will receive the following additional salary adjustment effective September 1 of the year in which the promotion is granted:

Instructor to Assistant Professor	$600
Assistant to Associate Professor	700
Associate Professor to Professor	700

ARTICLE XV continued:

H. Adjustment for Doctorate Degrees

All faculty who previously had been placed on the Ph.D. grade of the salary guide in effect during the academic year 83/84, shall be granted a $100 adjustment to their salary in each year of this agreement.

I. Recognition for Professional Development

Faculty members who wish to be considered for recognition of graduate study must submit to the Dean of Academic Affairs evidence of eligibility 20 days in advance of the beginning of the semester. For purposes of determining eligibility only those credits earned in a formal graduate program at an accredited institution of higher education and related to his/her teaching responsibilities will be considered in computing equivalent degrees:

1. Forty-two (42) graduate credits beyond the earned Masters Degree, relevant to academic responsibilities, shall be equivalent to a Doctorate.
2. A law degree, a professional engineer's license with a bachelor's degree, or a Master of Fine Arts degree shall be equivalent to a Doctorate.

Upon completion of the Doctorate Degree or the equivalent, a faculty member will have $700 added to his/her salary effective the semester for which evidence of eligibility was provided in accordance with the above. In each subsequent year such faculty member will receive an additional $100 which will be added to the base salary.

ARTICLE XVI

NEGOTIATIONS

The Board and the Association will agree to commence negotiations over a successor agreement in accordance with the rules and regulations of PERC. Any agreement so negotiated will be reduced to writing and signed by the parties. The parties will attempt to schedule such negotiations so as not to interfere with the employment responsibilities which the negotiating representatives have to the College. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party. Any administrator, chairperson or supervisor who evaluates or supervises faculty members in the collective bargaining unit shall not serve as a negotiating representative of the unit governed by this Agreement. The representatives shall have all necessary authority to make proposals and counter-proposals during negotiations, subject to ultimate ratification by the Board and Association. It is recognized that no final agreement may be executed or become binding without ratification by the Board and the Association.

ARTICLE XVII

AMENDMENT OF AGREEMENT

By mutual consent only, the parties may enter into negotiations during the term of this Agreement for the purpose of amending same. This Agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for ratification by the Board of Trustees and the Association.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX

ACADEMIC FREEDOM

A. It is the policy of the College to maintain and encourage, within the law, freedom of inquiry, teaching, publishing and research. The exercise of this freedom extends to the faculty member's classroom discussion of the course and inquiries which relate thereto. A faculty member may not claim as his/her right the privilege of discussing in the classroom controversial matters which have no relationship to the course subject.

B. Faculty members acting as advisors to student organizations or participating in College-sponsored lecture programs or symposia are assured the same academic freedom which they enjoy in the classroom.

C. In the role of citizen, a faculty member has the same freedom as other citizens. However, in making extramural remarks, a faculty member has the obligation to indicate that he/she is not a spokesman for the College.

ARTICLE XX

BOARD RIGHTS AND RESPONSIBILITIES

A. The Board of Trustees hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the rights, responsibilities and authority of the Board under National, State, County or Local laws.

D. The College shall be responsible for acquainting its administrative staff with the provisions of this agreement.

ARTICLE XXI

NON-DISCRIMINATION

A. Pursuant to the New Jersey Employer-Employee Relations Act, the Board and the Association hereby agree that every employee of the Board covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations, or to refrain from doing so. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any employee covered under this Agreement in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, and that they shall not discriminate against any such employee by reason of his/her membership or non-membership in the Association, or his/her participation or non-participation in any activities of the Association.

B. Neither the Board nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin, or marital status.

ARTICLE XXII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues for the term of this Agreement. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII

DEDUCTIONS FROM SALARY

A. The College agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Association. Employee authorizations shall be in writing and such authorizations shall continue in accordance with law until a notice of withdrawal is filed by the employee.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the College written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the College shall be to remit to the Association the total deductions.

C. The Association will provide the initial necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the President, or his designee. Upon the College compliance with the provisions of Chapter 233, the Association shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon salary deduction authorization cards submitted by the Association to the College.

ARTICLE XXIV

Copyright

A. Introduction

This Article determines ownership rights in original works of authorship (hereafter collectively called works) by members of the Faculty governed by this Agreement.

"Original works of authorship" includes, but is not limited to:

1. Any written works, including books, journal articles, texts, glossaries, bibliographies, study guides, course descriptions, laboratory manuals, syllabi, tests, test answers, and proposals.
2. Lectures, musical or dramatic compositions, and unpublished scripts.
3. Films, filmstrips, charts, transparencies, and other visual aids.
4. Video and audio tapes and cassettes.
5. Live video and audio tapes and cassettes.
6. Programmed instruction materials.
7. Computer programs.
8. Pantomimes and choreographic works.
9. Pictorial, graphic, and sculptural works.
10. Sound recordings.

B. Determination of Rights

1. Institutional Ownership: If a faculty member produces materials in the performance of assigned duties, then the College shall own such materials and income derived from them shall belong to the College. "Materials" include, but are not limited to, such things as tests, test answers, syllabi, course descriptions, laboratory manuals, and study guides, required for the instructional program.

2. Joint Ownership: If the College funds creation of a work by means of released time, or through the assistance of other employees, or with equipment to which the faculty member would not normally have unrestricted access, then the College shall have joint ownership with the faculty member. Joint ownership shall entitle the College

to license and to sell such works and to share equally any royalties, commissions, profits or proceeds which the College has received from the licensing or sale of the work. The College will supply the faculty member with an annual accounting of such proceeds, and will disburse half of such proceeds to the faculty member by July first of each year. Joint ownership provided by this Article shall be perpetual.

3. Individual Ownership: In all cases other than those covered by paragraphs (1) and (2) above, ownership rights shall reside with the Faculty member alone.

ARTICLE XXV

DURATION OF AGREEMENT

This agreement shall be effective from September 1, 1986, and shall remain in full force and effect through August 31, 1988.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers on the date first above written:

COUNTY COLLEGE OF MORRIS

By
Chairman
Board of Trustees

FACULTY ASSOCIATION OF THE
COUNTY COLLEGE OF MORRIS, INC.
(affiliated with the N. J. Education Assoc.)

By
President

EXHIBIT A

RECEIVED
OCT 1 1974
PRESIDENT'S OFFICE

In the Matter of

County College of Morris

Public Employer

and

Faculty Association of County College of Morris

Petitioner

DOCKET NO. RO-657

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the undersigned Executive Director in accordance with the Act and Chapter II of the Commission's Rules and Regulations and Statement of Procedure; and it appearing from the Tally of Ballots that an exclusive representative for collective negotiations has been selected; and no valid objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned, IT IS HEREBY CERTIFIED that Faculty Association of County College of Morris

has been designated and selected by a majority of those casting valid ballots in the unit described below, as their representative for the purposes of collective negotiations, and that pursuant to the New Jersey Employer-Employee Relations Act of 1968, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective negotiations with respect to terms and conditions of employment.

UNIT Included: All full-time teaching faculty and full-time instructional assistants employed by the County College of Morris but excluding the College President, Deans, Associate Deans, Asst. Deans, managerial executives, adjunct faculty, Librarians, the Director of Library Services, Supervisors of Technical Services and Readers Services, Instructional Media Center Supervisor, Reference Librarians, Graphic Artist, Catalog Librarian, Library Assts., Audio-Visual Producer, T.V. Producer, Technicians, Equipment Coordinators, Department and Division Chairpersons, Asst. Chairpersons, Counsellors, Counsellor Evaluators, clerical, confidential, maintenance, security and cafeteria personnel, and all personnel with supervisory or administrative authority.

Jeffrey B. Tener
Acting Executive Director

DATED October , 1974

Trenton, New Jersey

JBT:psw

Attachment.

In the Matter of

County College of Morris

and

Faculty Association of
County College of Morris

Docket No. RO-857

Service on the following:

Jacob Weingarten, Esquire
Vogel, Chait & Wacks, Esqs.
Maple Avenue at Miller Road
Morristown, New Jersey 07960
(Certified-1)

Eileen Cornell, Esquire
159 Speedwell Avenue
Morristown, New Jersey 07960
(Certified-2)

George Blessing, Personnel Director
County College of Morris
Route 10 & Centergrove Road
Dover, New Jersey

Mr. John Keeler
C.C.M. Faculty Association
Box 352
Highland Lakes, New Jersey 07422

EXHIBIT B
STATEMENT OF GRIEVANCE OR APPEAL
(Attach supplemental pages as necessary)

TYPE OF GRIEVANCE (must be specified): Contractual ____________

Non Contractual ____________

Statutory-Regulatory ____________

DATE MOVED: Step I ____________ Step II ____________

1. Statement of facts out of which grievance arises: ____________

____

____

2. Identification of the grievant(s):

Individual: ____________

Group: ____________

3. Applicable provisions of agreement (if any) ____________

____

____

4. Identification of witnesses to be called:

Name of Witness	Relevance

5. Relief requested: ____________

____

____

6. Summary of previous decisions:

Step I relief: ____________

____

Rationale: ____________

____

Step II relief: ____________

____

Rationale: ____________

____

EXHIBIT C

County College of Morris — STUDENT OPINION REPORT

Please answer all questions.

Course Title: ______________________ Section # ______

Instructor: ______________________ Semester: ___ 19 ___

Student's Academic Major: ______________________ Anticipated Grade: ______

A. Why did you take this course? Req'd. ☐ Elect. ☐

B. What is your estimate of the instructor including strong and weak points?

C. What did you like about the course? What did you dislike and do you have suggestions for improvements? ______________________

Please circle the number which most accurately expresses your opinion

PART I - INSTRUCTOR

1. How did the instructor utilize class time to develop the subject matter?

5	4	3	2	1
Extremely good utilization of time	Usually used time well	Average use of time	Occasionally wasted time	Inefficient use of time

2. How well prepared was the instructor?

5	4	3	2	1
Well prepared	Prepared	Usually prepared	Usually unprepared	Rarely prepared

3. The overall presentation of the material by the instructor was:

5	4	3	2	1
Extremely clear	Clear	Usually clear	Usually unclear	Extremely unclear

4. Does the instructor encourage students to think, ask questions and participate?

5	4	3	2	1
Almost always	Often	Usually	Occasionally	Rarely

5. How willing was the instructor to permit students to express their ideas?

5	4	3	2	1
Almost always	Often	Usually	Occasionally	Rarely

6. Was the instructor willing to provide consultation?

5	4	3	2	1
Almost always	Often	Usually	Occasionally	Rarely

7. How was the instructor's speech and enunciation?

5	4	3	2	1
Very clear and distinct.	Usually clear and distinct.	Average.	Sometimes indistinct.	Often indistinct.

8. The instructor's approach to this subject was:

5	4	3	2	1
Very interesting.	Interesting.	Average in interest.	Less than average in interest.	Not interesting.

9. My interest in the subject area has been stimulated by this course

5	4	3	2	1
Greatly	Somewhat.	Average.	Not much	Not at all

10. How well was the course organized by the instructor?

5	4	3	2	1
Exceptionally well organized.	Above average organization	Average organization	Below average organization	Exceptionally disorganized.

PART II - GENERAL

11. The grading system utilized in this course was:

5	4	3	2	1
Extremely fair	Usually fair	Average	Usually unfair	Extremely unfair

12. I would rate the course materials as:

	5	4	3	2	1
	Excellent	Above Average	Average	Below Average	Poor
A. Text					
B. Tests					
C. Supplementary reading (where applicable)					
D. Laboratory and projects (where applicable)					

13. I would describe the general attitude of my fellow class members as:

5	4	3	2	1
Extremely Attentive	Usually attentive	Somewhat attentive	Hardly ever attentive	Extremely inattentive

14. Approximately how many hours did you devote to this course per week outside of class?

5	4	3	2	1
5 hours or more	4 hours	3 hours	2 hours	1 hour or less

15. General estimate of the course

5	4	3	2	1
Excellent	Above average	Average	Below average	Poor

16. What is your opinion of this questionnaire? Do you have any suggestions?

EXHIBIT D

FACULTY SALARY RANGES 1986-87

	Minimum	Maximum
Instructor	$20,000	$29,000
Assistant Professor	$22,000	$36,300
Associate Professor	$25,000	$42,000
Professor	$30,000	$46,100

FACULTY SALARY RANGES 1987-88

	Minimum	Maximum
Instructor	$20,000	$30,200
Assistant Professor	$22,000	$39,000
Associate Professor	$25,000	$44,000
Professor	$30,000	$50,000

OVERLOAD RATE

	1986-87	1987-88
Instructor	$300	$310
Assistant Professor	$320	$330
Associate Professor	$340	$350
Professor	$360	$370

LETTER OF INTENT

1. It is understood and agreed that faculty members are expected to continue to fulfill their academic and professional responsibilities to the students, the College and the Community.
2. To the extent possible, the College will make every reasonable effort to continue to provide faculty members with one (1) day per week for necessary academic preparation, grading, research and other activities related to fulfillment of their academic and professional responsibilities.
3. The College agrees to continue its present policy as regards to payment of extra compensation for classes in excess of forty (40) students.
4. The College agrees to continue its present practice regarding the computation of faculty teaching load credit hours in the Health and Physical Education Department. Laboratory teaching hours for this department shall be calculated on the basis of the 5 for 6 laboratory/lecture construct.
5. The College shall provide new employees with a copy of this agreement at the time of employment.
6. The eligibility standards and criteria set forth in Article VI shall govern promotion requests for all members of the full-time faculty.
7. The office of the Faculty Association will be located in the Academic Science Building B, Room 212, during the life of this agreement.

LETTER OF INTENT continued:

8. To the extent possible no full-time faculty member who is assigned by the College to teach an evening course will be scheduled for a course the following day during the first teaching period (8 a.m.-9:15 a.m.).

9. Winterim is defined as that period in the academic calendar between the end of the Fall Semester and the beginning of the Spring Semester. The College reserves the right to schedule during that period of time academic courses designed to accommodate special needs. Normally, the faculty teaching load during the Winterim period will be considered as voluntary overload; however, the College maintains the right to assign faculty to these courses when necessary.

10. There shall be a joint committee of no more than two (2) members from the Association and two (2) from the College. This committee shall meet when appropriate for the purpose of reviewing mutual problems; questions arising concerning contract provisions; and personnel problems. Meetings shall be called by mutual agreement. This committee shall have no power to alter, modify, or amend the provisions of this Agreement, nor shall this statement be deemed to be an authorization to conduct negotiations during the course of this Agreement or a waiver of any other rights of the parties pursuant to this Agreement.

11. It is the intent of the College to consider courses offered to students via television (Telecourses) the same as other courses it sponsors regarding the terms and conditions of employment for full-time faculty.

EMPLOYMENT CONTRACT

BETWEEN

BOARD OF TRUSTEES

AND

FACULTY ASSOCIATION

OF

CUMBERLAND COUNTY COLLEGE

July 1, 1985 to June 30, 1988

492

Table of Contents

page

Article I Recognition 1

Article II Negotiation Procedure 2

Article III Individual and Association Rights and Responsibilities 5

Article IV Conditions of Employment 11

- A. Basic Load 11
- B. Supplemental Teaching 11
- C. Course Assignment 13
- D. Office Hours 13
- E. College Functions 14
- F. Off-Campus Teaching Assignments 14
- G. College Day 14
- H. Faculty Office Space 15
- I. Parking 15
- J. Vacation for Twelve-Month Employees 15
- M. College Orientation Procedure 16
- N. Keys to Complex 16
- O. Textbooks 16

Article V Faculty Benefits 18

- A. Sick Leave 18
- B. Bereavement 19
- C. Personal Leave 19
- D. Leave of Absence 20
- E. Insurance Programs 24
- F. Health Services 25
- G. Tuition 25
- H. Mini-Grant Fund 25

Article VI Salary Placement and Promotion 27

- A. Salary Schedule 27
- B. Promotion 29

Article VII Professional Development 30

- A. Compensation for Graduate Work 30
- B. Other Study 31

Article VIII Faculty Evaluation Procedures 32

Article IX Reduction in Professional Staff 38

Article X Contracts 39

Table of Contents (cont'd)

page

Article XI Grievance Procedure 40

A. Purpose 40
B. Definitions 40
C. Exclusions 41
D. Procedures - Informal -- Step I 41
E. Procedures - Formal -- Step II -- Dean 42
F. President - Step III 43
G. Advisory Arbitration - Step IV 43
H. The Board of Trustees - Step V 44
I. General Provisions 44

Article XII The Board of Trustees' Rights 47

Article XIII Miscellaneous 48

Article XIV Duration of Agreement 50

ARTICLE I - RECOGNITION

The Cumberland County College Board of Trustees, hereinafter referred to as the Board, hereby recognizes the Faculty Association of Cumberland County College, hereinafter referred to as the Association, as the exclusive negotiating representative as defined in N.J.S.A. 34:13A-1 et seq. (Chapter 123 Public Laws of 1974) for all full-time professional personnel presently employed or hereinafter employed by the Board during the term of this contract, including instructors, counselors, coordinators, and degree librarians. All other personnel shall be excluded.

In the event anyone excluded is assigned secondary duties which may be in the included category, they shall, however, remain excluded from the negotiation unit.

ARTICLE II - NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach Agreement in all matters concerning terms and conditions of employment at Cumberland County College. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply to all persons covered in Article I - Recognition, shall be reduced to writing, shall be signed by the representatives of the Board and the Association, and shall be adopted by the Board and the Association.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association upon request a list of the names, professional ranks, positions or titles, salaries, and years of service of every person covered by this Agreement, both tenured and nontenured, and such other data and information as required by law to be made public.

C. As soon as the College budget is presented to the Board of School Estimate, a copy of this budget shall be forwarded to the President of the Faculty Association.

D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary powers to make proposals, consider proposals, and make counter-proposals in the course of negotiation.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment on the effective date of this Agreement to persons covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided for in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any full-time benefit prior to its effective date.

F. The Board agrees not to negotiate concerning members of the collective bargaining unit as defined in Article I of this Agreement with any other organization for the duration of this Agreement.

G. Either party shall have the right to caucus at any time.

H. When an agreement has been reached on a particular article or sub-article, the chairperson for each party shall initial the article to indicate that agreement has been reached between the parties.

I. When in the view of either party, an impasse has been reached on any issue, that party may appeal to the PERC for services of a mediator in accordance with Chapter 12 of Rules, Regulations, and Statement of Procedures of the New Jersey Public Employment Relations Commission.

J. All meetings of the negotiating parties shall be held in the Board Room of the Administration Building of Cumberland County College. Provisions shall be made to facilitate the negotiating process, i.e., caucusing, typing, duplicating, etc., within said building.

K. Each negotiating session shall be held between the hours of 7:30 p.m. and 10:00 p.m., with extensions by mutual agreement. There shall be one session per week unless otherwise agreed.

L. Nothing herein contained shall prevent the Board from negotiating with or entertaining the rights of any person employed by the College pursuant to his or her rights under the Constitution and Laws of the State of New Jersey.

ARTICLE III - INDIVIDUAL AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Pursuant to Public Laws of 1974, Chapter 123 of the State of New Jersey, the Board hereby agrees that all full-time unit members (as herein defined) shall have and shall be protected in the exercise of the right, freely and without penalty or reprisal, to form, join, and assist the Faculty Association herein recognized or to refrain from such activities. Pursuant to such rights, the Faculty Association shall have the right to negotiate with the Board of Trustees with respect to grievances and terms and conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any Association members rights he may have under the General School Laws of the State of New Jersey or other applicable laws and regulations. The rights granted to the Association members hereunder shall be deemed to be in addition to those provided elsewhere.

C. Members of the Association shall have the right to attend meetings of the Association and its respective committees, except that classes or other regularly scheduled responsibilities may not be cancelled by any member in order to attend such meetings. No charge shall be made for the Association's use of College facilities for such meetings.

D. The Association shall have the right to post notices of its activities and matters of Association concern on faculty bulletin boards in the faculty lounge and the faculty office complexes. The Association may use the College mail service and faculty mailboxes for its approved communications to all faculty members.

E. Duly authorized representatives of the Association employed by the Board shall be permitted to transact official Association business on College property in accordance with the terms and conditions of this contract and the general policy of the Board of Trustees that such activity shall not interfere with assigned responsibilities of any member of the College faculty or staff.

The Association shall supply at its own cost all materials, stationery, and other supplies required for use in carrying on the administrative, financial, or operative functions of the Association, except as herein provided.

With prior approval of the President or his designee, the Association's duly authorized representatives or members employed by the Board may be permitted use of College facilities for meeting purposes at such time and place as will not interfere with, delay, or defer any activity or function of the College.

The Association may be permitted the use of the College internal mail and telephone systems. All internal uses of mail system for official Association purposes must be identified as originating with the Association and bear the name or signature of an authorized Association representative. Postage for external mail shall be provided by the Association. All outside calls, that is, long distance calls, shall be paid for by the Association. The Association will purchase an autotron for using the copying machine in the Academic Building. A monthly statement will be forwarded to the Association based on the volume of work done during the month.

F. The Board and Association recognize that all employees of the College, including the Association members, are entitled to full rights of citizenship and rights to engage in all lawful activities, including religious and political activities, but these activities shall in no way interfere with the obligations of the Association members to the Cumberland County College.

G. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory, and which is without regard to race, creed, religion, color, national origin, age, sex, or marital status.

H. At any public Board Meeting an Association representative will be recognized and be given the opportunity to address any issue he or she feels pertinent if notice of intent is filed with the President five days prior to the date of the meeting.

I. The Board and Association adhere to the following principles on Academic Freedom:

Academic Freedom is essential to the following purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth.

Academic Freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student in freedom of learning. It carries with it duties correlative with rights:

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
3. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a person of learning and an educational officer, he or she should remember that the public may judge the profession and the College by his or her utterances. Hence, the

teacher should show respect for the opinions of others and should make every effort to indicate that he or she is not an institutional spokesperson.

J. The faculty lounge and conference room shall be made available to the Faculty Association for one hour per week at an hour to be specified.

K. Announcements of professional position vacancies, new positions, and new titles, together with job descriptions and required qualifications, shall be distributed at least five days prior to publication elsewhere to all professional personnel, including faculty, through interoffice mail during the regular semesters. During intersessions and summer session, notices to all working professionals shall be distributed through interoffice mail. Those who are not working or teaching shall be mailed notices to their homes addresses, which shall be on file in the President's Office. Should it be necessary to announce a position opening or vacancy during a vacation period, notices shall be mailed to all nonworking professional personnel, including faculty. The five days prior to its publication shall be calculated from the date of mailing.

L. Personnel Files

The official personnel file for each unit member shall be maintained in the President's Office. Unit members shall be permitted to inspect, copy from, or reproduce their individual personnel records. Annual evaluation materials shall be maintained in the division office. Each unit member shall receive a copy of all annual evaluation materials.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

A. Basic Load

1. Faculty Load

   In one semester the teaching load shall be 15 contact hours; however, during the academic year, the teaching load shall not exceed 30 contact hours.

2. Counselor/Librarian Load

   Counselors and Librarians shall work 35 hours per week.

3. Team Teaching

   Unit members who are involved in a team teaching assignment shall receive one additional contact hour toward their teaching load for their attendance at lecture presentations and a weekly lecture coordination session. The one hour shall be in addition to their prorated portion of the lecture contact hours.

A faculty position at the college is considered a full-time responsibility. It is understood that outside employment shall in no way be permitted to interfere with college-assigned responsibilities. Abuse of this provision may be cause for nonrenewal of contract.

B. Supplemental Teaching

1. Consistent with the needs of Cumberland County College and giving consideration to the basic load deemed appropriate for effective teaching, full-time unit members will ordinarily be given due and proper consideration for such assignments. The policy of Cumberland County College is that adjunct faculty

shall not deny full-time faculty members the right to teach an overload. Final decision as to the adjunct faculty shall rest with the President and the Board of Trustees. However, the faculty shall be notified of overload opportunities and be given first opportunity to fill these positions. Previous policy sets maximum load at twenty-one (21) contact hours, including overload. The administration reserves the right to make exception either above or below the twenty-one (21) hours in accordance with contract stipulations. The administration shall give an explanation and justifications for its actions.

2. Payment for teaching an overload shall be made on the basis of $345.00 per contact hour for the 1985-86 academic year. During the 1986-87 academic year, the overload payment shall be $360.00 per contact hour. During the 1987-88 academic year, the overload payment shall be $375.00 per contact hour. Payment for teaching an overload shall be made at the mid-term and at the end of the semester upon receipt of the final grades.
3. No member of the administration shall be given overload responsibilities until the overload has been offered to unit members.
4. Full-time teaching faculty shall be given first priority to summer and intersession positions.
5. Payment for teaching in the summer session shall be made on the basis of $345.00 per contact hour for the 1985-86 academic year, $360.00 per contact hour for the 1986-87 academic year, and $375.00 per contact hour for the 1987-88 academic year.

Each class offering is subject to a specified minimum enrollment.

6. Compensation for program coordinator, as designated by the administration, shall be three (3) contact hours for the academic year.

C. Course Assignment

1. Course assignments shall be determined by the Division Chairperson, subject to the review and approval of the Dean of Academic and Student Affairs, with no more than three separate course preparations per semester. The Dean of Academic and Student Affairs shall confer with the Division Chairperson and the instructor involved when circumstances require more than three separate classroom preparations in a single semester. Each unit member shall be given his tentative teaching schedule for the Fall Semester no later than June 1 and for the Spring Semester no later than December 1.
2. A faculty member is not to be assigned to an area where he has limited formal preparation unless it is agreed to by the faculty member.

D. Office Hours

Faculty members shall maintain at least one office hour per day on each day the faculty member has a scheduled class, but in no event shall a faculty member maintain less than five (5) office hours per week. Consistent with the needs of the College, unit members shall not ordinarily be required to maintain a consultation schedule on a day on which the unit member has no scheduled classes.

In the event that no appointments are scheduled during any consultation period, the unit member may proceed with other work on campus, but shall be available by telephone to return to the faculty complex for consultation.

E. College Functions

The faculty are encouraged to attend college-sponsored affairs and shall be required to attend graduation exercises. Academic regalia, if required, shall be supplied and paid for by the Board.

F. Off-Campus Teaching Assignments

Unit members may be assigned to off-campus teaching assignments whenever it is deemed necessary by the Board. Unit members will not be unilaterally given assignments at the State Prisons. Assignments at the State Prisons will only be given with the prior, written consent of the unit member.

G. College Day

The college day extends from 8:00 a.m. to 10:00 p.m. on Monday through Friday, and Saturday 8:00 a.m. to 4:00 p.m. Insofar as possible, the assignment of the faculty member shall span no more than eight (8) hours from the beginning of his first class to the end of his last class in the same day. There shall be at least fourteen (14) hours between the end of the last class of the day and the beginning of the first class of the next day. No faculty member will be assigned more than a five (5) day week. Exceptions may be made with prior written consent of the faculty member.

H. Faculty Office Space

The Board shall provide sufficient offices, clerical, and typing assistance for the unit member.

I. Parking

The Board shall provide parking facilities for the unit members. academic year. Beginning July 1, 1985, Unit members desiring to park in a gate controlled parking area will be charged a modest fee, not to exceed $5.00/year for maintenance and depreciation of the control gate.

J. Vacation for Twelve-Month Employees

Twelve-month employees shall have twenty working days vacation per year, not including the regular ten-month employee holidays.

K. Librarians shall have the option of working under a twelve month or a ten month contract. If a twelve month contract is selected, the unit member shall have twenty days paid vacation. If a ten month contract is selected the unit member shall have seventeen days paid vacation. Those unit members who select a ten month contract who were formerly employed under a twelve month contract shall have their ten month salary calculated in the following manner: the current contracted year salary, minus ten percent

(10%), plus any negotiated salary increase for the coming year. A summer contract shall be offered first to unit members and said summer employment shall be reimbursed at ten percent (10%) of the base salary.

L. A copy of the Institution's Policy and Procedures Manual shall be kept on reserve in the Library when it has been approved by the Board of Trustees. The Manual shall be updated whenever revisions, changes, and/or deletions are made.

M. College Orientation Procedure

In order to implement Orientation Procedure for each academic year, the President of the college shall maintain a group of six (6) members known as the Orientation Procedure group, who shall consist of three (3) members designated by the President and three (3) designated by the Association.

This group shall assist for each academic year. The President shall make the final decision regarding the Orientation Procedure. The tentative schedule adopted by the President is to be published on or before June 30 of each calendar year.

N. Keys to Complex

Upon request, each faculty member shall be given a key to his complex and to his office within the complex; receipts must be signed for the keys.

O. Textbooks

All specific course texts and other teaching materials shall be selected by the faculty member teaching the course in conjunction with their department chairperson, who shall submit the recommendations to appropriate Dean for approval and in sufficient time for same to be ordered for the ensuing term.

ARTICLE V - FACULTY BENEFITS

A. Sick Leave

1. A faculty member who is absent from duty because of personal illness is allowed sick time each year without deduction in pay on the following basis:

   Ten Month Employee - 13 working days' sick leave per year
   Twelve Month Employee - 15 working days' sick leave per year

2. Concurrently with the beginning date of the Fall Semester, a statement specifying the number of accumulated days to which a faculty member is entitled, the number he has used, and the number remaining in his account shall be sent to the faculty member upon written request.
3. Although sick leave may not be credited during a leave of absence, faculty do not lose accumulated sick leave while on leave of absence.
4. Sick leave allowance is accruable without limit. Faculty who die or enter retirement with any unused, accumulated sick leave shall be entitled to receive 50 percent of the accumulated sick leave as severance pay, said payment not to exceed $6000.00. This payment shall be paid in a lump sum at the effective date of retirement or death. The supplemental compensation payment to be paid hereunder shall be compensated at the rate of 50 percent of the eligible person's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual

contracted compensation received during the last year of employment prior to effective date of retirement or death.

B. Bereavement

Leave not to exceed five days with pay will be allowed for each death in the immediate family. Immediate family shall be interpreted to include father, mother, children, spouse, siblings, grandparents, parents-in-law, grandchildren, and members of the family living in the same household with the unit member.

C. Personal Leave

1. Personal leave with prior approval of the appropriate Dean may be granted for a maximum of five days in any one year for the following reasons:
   a. Personal court appearance;
   b. Marriage of employee;
   c. Approved personal business which cannot be handled outside scheduled hours with the reason specified or verbally communicated to the appropriate Dean; and
   d. Any other emergency or urgent reason which is not included in 'a' to 'c' above when approved by the department chairperson.
2. Procedure for Requesting Personal Leave:
   a. A formal request shall be written to the appropriate Dean. This request shall include the specific reason for the requested leave and the date of the absence.
   b. This request shall be submitted to the division chairperson to be forwarded to the Dean as soon as possible,

but not later than one week prior to the anticipated absence.

c. All personal leaves are official only after receipt of the approval of the appropriate Dean.

D. Leave of Absence

1. Advanced Study

Upon the recommendation of the President of the college, leave of absence without pay may be granted for one year by the Board of Trustees to any faculty member upon application for the purposes of advanced study if, in the opinion of the President and the Board, such study shall benefit the college as well as the individual. Upon application, such leave may be extended beyond the one year limit. All such conditions shall be clearly stated in Leave Agreements.

2. Exchange Teaching

A leave of absence for one year may be granted to any faculty member by the Board of Trustees upon the recommendation of the President for the purpose of participation in exchange teaching programs in other states, territories, or countries, if in the opinion of the President and the Board such experience shall benefit the college as well as the individual. The Board may extend such leave beyond the one year period. The replacement shall be properly qualified for the duties he is to perform. All such conditions shall be clearly stated in Leave Agreements.

3. Maternity Leave

The college agrees to meet the guidelines established by the Equal Employment Commission with regards to P.L. 95-555, which bans discrimination in employment on the basis of pregnancy, childbirth, or related conditions effective October 31, 1978.

4. Military Leave

All provisions of the State and Federal Leave detailing military training in the armed forces of the United States shall apply.

5. Professional Meetings

a. Faculty are encouraged to attend appropriate and worthwhile professional meetings.

b. To the extent possible, subject to the availability of funds determined by the college, the college will assist in payment of expenses of attendance at professional meetings.

c. In the event that several faculty members desire to attend the same meeting, any travel allowance shall be prorated among them or paid to the person(s) providing transportation, assuming five passengers to the car.

d. A written request to attend a professional meeting shall be submitted to the appropriate Dean two weeks prior to the date planned for departure for the meeting. The request should contain an estimate of the cost of attendance. The Dean shall notify the faculty member in writing of approval or lack thereof at least one week before the meeting. Expenses shall not be paid in any case where attendance has been without prior approval.

e. When requested by the college to attend professional meetings or for other college business, if the faculty member uses his or her personal automobile, the travel expense shall be reimbursed at the county rate per mile, plus tolls and parking.

6. Sabbatical Leave

Sabbatical leave shall be granted by the Board subject to the following conditions:

a. A faculty member must have completed seven (7) years of continual service to the college since beginning service or since his or her last sabbatical leave.

b. The leave must be applied for at least one year in advance where possible, with the specific study or research purpose clearly stated in the application submitted to the FAST Development Committee.

c. Sabbatical leaves may be one-half contract year or one full contract year in duration. Full salary shall be paid for a one-half leave and half salary for a full contract year leave.

7. Private Employment Leave

A unit member may apply for a one year leave without pay for the purpose of employment in the private or public sector, in a position that is related to his subject specialities and that will benefit the college. Such leave will be contingent upon the hiring of a suitable replacement for the unit member. Arrangements for the above leave must be agreed to at least six months before the beginning of said leave.

If the unit member desires to remain covered by the benefit insurance programs, the unit member, or the employing agency, will reimburse the college for the unit member's fringe benefits while the leave is in effect.

The reimbursement for the benefits may be accomplished by a payroll deduction plan prior to the beginning of the leave.

8. Personal Leave

A unit member may apply for up to a six month leave, without pay, for personal reasons. Applications for Personal Leave shall be made to the President and granted by the Board of Trustees.

Unit members who are teaching faculty shall schedule such leave with the academic semesters. Applications for Personal Leave shall state the reason(s) for that leave. Denial of a request for Personal Leave shall not be a grievable subject through the Grievance Procedure of this Agreement.

If the unit member desires to remain covered by the benefit insurance programs, the unit member, or the employing agency, will reimburse the college for the unit member's fringe benefits while the leave is in effect. The reimbursement for the benefits may be accomplished by a payroll deduction plan prior to the beginning of the leave.

9. While on sabbatical or an unpaid leave from the institution, the unit member is not entitled to accumulate sick leave or

annual leave nor can time be charged against the unit member's accumulated sick leave or annual leave.

E. Insurance Programs

1. At no cost to the faculty member, the Board shall provide for him or her and the eligible dependents the health insurance benefits of the following plans:
   - a. Blue Cross Hospitalization (14/20)
   - b. Blue Shield Medical and Surgical (14/20)
   - c. Rider J
   - d. Major Medical
   - e. Dental Benefits ($25 deductible)
   - f. Optical Benefits

   The Board shall provide for the faculty member only an optical program at a cost not to exceed $80 per year per member. The plan shall include sunglasses and/or contact lenses prescribed by a licensed practitioner. The plan will cover one examination during the length of the contract.
2. At no cost to the faculty member, the Board shall provide for him or her a group income protection plan at a cost not to exceed $160.00 per year per member. One plan shall be selected by the Association and approved by the Board, and all members of the Association shall belong to that one plan.
3. The Board shall provide for the faculty member and eligible dependents a program of prescription reimbursement defined by the Hospital Service Plan as

$1.00 Co-Pay Program up to the maximum (family) benefits, which program shall be the aforementioned plan or, at the option of the Board of Trustees, any equivalent plan.

F. Health Services

Any physical examinations and immunizations required by the Board shall be done at the expense of the Board.

G. Tuition

For a faculty member, his/her spouse, or unmarried child who is accepted at the college for enrollment in any of the college offerings, the college shall grant full tuition remission. Tuition remission shall be granted only in those courses where there is space available without extension or expansion of the course program of facilities. To continue to receive benefits under this provision, a minimum grade point average of "C" must be maintained.

In the event of the death of the unit member, the surviving spouse and dependent, unmarried children up to the age of 23 shall continue to receive the tuition remission benefit for a period of eight years following the death. This benefit terminates upon the remarriage of the spouse.

H. Mini-Grant Fund

Subject to the availability of funds as determined by the college, there shall be established an annual Mini-Grant Fund of four thousand dollars ($4000) to fund the development of specific innovative projects throughout the year. The maximum grant to a faculty member for a single project shall be nine hundred dollars ($900). The processing of grant proposals shall be done by the FAST Development Committee. Recommendations shall be made by the FAST Development Committee with the advice and consent of the Board of Trustees. Approval by the Board is final.

ARTICLE VI - SALARY PLACEMENT AND PROMOTION

A. Salary Schedule

1. The salary schedule for the 1985-88 academic years shall be as follows:

RANK	MINIMUM	MAXIMUM
Assistant Professor II	$ 15,000	$ 35,000
Assistant Professor I	16,600	37,500
Associate Professor	18,700	40,000
Professor	21,200	45,000
Counselor/Librarian	16,500	38,000
Senior Counselor/Senior Librarian	20,570	44,000

2. Unit members who have reached the maximum salary level for their rank shall, at the start of the contract year, receive a $1000 longevity bonus in lieu of a salary increase. The longevity bonus shall not be added to the base salary and shall be payable to the unit member in the first pay period of the contract year.

Unit members who will reach the maximum salary level for their rank after receiving a portion of the annual increase shall receive that portion of the increase to reach the salary maximum plus a $1000 longevity bonus. The longevity bonus shall not be added to the base salary and shall be payable to the unit member in the first pay period in January of the contract year.

In the event that the combination of the unit member's annual increase plus the longevity bonus would exceed the amount of the annual increase called for in the contract, the longevity bonus shall be appropriately reduced to equate the total increase to the increase specified for that year. The adjusted longevity bonus shall be payable to the unit member in the first pay period in January of the contract year.

3. A list of all negotiable salaries signed by the parties hereto will be filed with the President, the Dean of Administration Services and the President and Secretary of the Faculty Association. Salary for ten month employees will be paid from September 1 to June 30.

4. The salary increase for 1985-86 will be $1784
The salary increase for 1986-87 will be $1891
The salary increase for 1987-88 will be 8.0%
All increases in salary are awarded by the Board of Trustees upon the recommendation of the President, N.J.S.A. 18:29-14.

5. Professional employees covered by this contract, whose contracts are for twelve months, shall receive the increase plus ten percent of the increase during each of the three years.

6. Faculty members may be employed at a salary higher than the minimum salary for a rank if qualifications are unusual. Such appointment will be made by the Board of Trustees upon the recommendation of the President.

7. A candidate is not automatically entitled to placement in the top rank for which his academic and experience credits make him eligible. The President may recommend employment at any rank or below the level of the noted qualifications.

8. The Board of Trustees may appoint any professional staff member in any rank and at any salary on the recommendation of the President.

B. Promotion

General

Faculty members will not automatically be moved into the next rank when the requirements for that rank are satisfied. Movement from one rank to another is by promotion only, and all promotions shall be made in accordance with personnel policies established by the Board of Trustees.

Stipend

The college shall pay a one thousand dollar ($1000) increase in salary to unit members who are awarded a promotion by the Board of Trustees.

Application Procedure

The initial responsibility for applying for advancement in rank rests with the individual faculty member. Applications for advancement in rank must be accompanied by documentation that the applicant meets the requirements of the next rank and that the applicant fulfills the criteria for promotion.

Applications for advancement in rank shall be forwarded to the President's Office. The applicant shall be notified of the college's decision on the promotion request not later than the day after the third Board of Trustees meeting following receipt of the application by the President.

ARTICLE VII - PROFESSIONAL DEVELOPMENT

A. Compensation for Graduate Work

Well aware that the measures of its intellectual vitality is the extent to which the faculty are continuing their professional growth by pursuing additional graduate study, the Board of Trustees, upon the recommendation of the President, will compensate full-time faculty currently in the service of the college for graduate work provided the following conditions are complied with:

1. Prior to enrollment in a course, faculty will obtain approval of the President. The President will approve only graduate courses which are consistent with the discipline taught and subject area in which faculty teaches in this college.
2. Upon successful completion of the approved course - with "credit" or a mark of "B" where letter grades are assigned - official evidence of grade report be transmitted to the office of the President of the college by the registrar of the university in which the course is taken. Upon receipt of the official grade report, the President will authorize compensation for the course at the rate of $40.00 per credit hour, which then becomes part of the contracted salary, payable at the end of the academic year. A faculty member will be compensated for a maximum of $240.00, or six credit hours, in any one semester and a maximum of $480.00, or 12 credit hours, in any one academic year including summer

session. The maximum payable under the above compensation for graduate work shall be 24 credits.

B. Other Study

Upon application to the appropriate Dean, the Board may approve an honorarium of up to $200 per unit member for additional studies. The application shall contain the purpose of the studies, the relationship of the proposal to the individual's Professional Development Plan, and a timetable for performing the activities. During the time of this contract the Board shall allocate $2000.00 per year to fund Section B of this Article.

ARTICLE VIII - FACULTY EVALUATION PROCEDURES

Faculty evaluation is a continuous process designed to improve instruction and help determine promotion and retention. The criteria necessary to effect an evaluation will be determined by appropriate Dean with the cooperation of the department chairperson. The substance of these criteria will be made known to the faculty by the appropriate Dean.

1. Procedures:

   Faculty will be evaluated in the following areas:

   a. Performance of professional responsibilities;
   b. Contribution to college and community; and
   c. Professional growth.

2. Methods of evaluation to be used will include:

   a. Student evaluation - required for formal and informal evaluation for teaching faculty.
   b. Peer evaluation - required for formal, optional for informal evaluation.
   c. Classroom observation - required for formal, optional for informal evaluation for teaching faculty.
      (1) After each classroom observation, where it is part of the evaluation procedure, the person observed shall be provided with a written copy of the observation report within three (3) days. This will be followed by a conference within ten (10) days of the observation. The person observed may request additional observation.

(2) Observations may occur at any time during the academic year. The faculty member shall know of the observation at least twenty-four hours in advance. Should the pending observation be scheduled when an examination or other activity not conducive to effective evaluation is taking place, it shall be rescheduled.

d. Chairperson evaluation - required for formal and informal evaluation.

e. Self-evaluation - required for formal and informal evaluation.

3. Types of Evaluation to be Used:

a. Formal evaluations will be required annually of all non-tenured faculty. For tenured faculty members, a formal evaluation will be required at least once every five years or if the past informal evaluation was less than satisfactory.

b. Informal evaluations will be required each year for all tenured faculty members as described in 3a above.

4. Timetable for Evaluations:

a. Informal evaluation:

(1) Student evaluation will be received by the department chairperson by December 15. Self and peer evaluations and classroom observations will be optional for informal evaluation.

(2) The department chairperson will complete his evaluation of the faculty member by January 15.

(3) The faculty member will be notified whether the evaluation is satisfactory or less than satisfactory by February 10.

(a) If the evaluation is satisfactory, the faculty member will receive a copy of the evaluation by March 15. Evaluation materials will not be placed in a person's file until they have been initialed by him/her. The faculty member has the right to respond, in writing, to any or all parts of the evaluation and have his/her comments included in the personnel file. The faculty member shall have 30 days to initial the evaluation. At the end of the period, failure to do so shall be noted and the evaluation placed in the personnel file.

(b) If the evaluation is less than satisfactory, the faculty member will receive a specific written statement of deficiencies accompanied by the evaluations no later than February 10. The faculty member may respond in writing to the statement of deficiencies within a period of two weeks from receipt of them.

(4) If the informal evaluation was less than satisfactory, the following additional procedures will apply:

(a) The appropriate Dean and department chairperson will meet with the faculty member to establish objectives for the period April 1 to December 15. These objectives will be designed to reduce deficiencies. These objectives shall be reduced to writing and given to the faculty member. This meeting will be held by March 15.

(b) Faculty objectives will be agreed to by the faculty member, department chairperson, and appropriate Dean by March 30.

(c) A meeting to assess progress on and make modification in objectives will be held by September 30.

(d) All evaluation materials including self, peer, and student evaluations; classroom objectives; and a written report on objective completions will be received by the department chairperson by December 15.

(e) The appropriate Dean and department chairperson will complete the faculty evaluation by January 15.

(f) At this point, the evaluation process will continue at step (3) above.

b. Formal evaluation

(1) During the spring of the year preceding the formal evaluation, the faculty member will meet with the department chairperson and the appropriate Dean to establish specific objectives which will be part of the evaluation process. This meeting will be held no later than March 15. For faculty members

who had less than a satisfactory evaluation for that year, the objectives will relate to the specific area(s) of deficiency noted in the evaluation. For other faculty members, the objectives will relate to areas which have room for improvement and/or the performance of new and relevant activities.

(2) The objectives will be agreed upon by the faculty member, department chairperson, and Dean no later than March 30.

(3) A fall meeting of the Dean, chairperson, and faculty member will be held to review progress on the objectives and make modifications if appropriate. This meeting will be held by September 30.

(4) All evaluation materials including: peer, self, and student evaluations; classroom observations; and a written report on accomplishment of objectives will be received by the department chairperson no later than December 15.

(5) The Dean and chairperson will complete the evaluation of the faculty member no later than January 15.

(6) The faculty member will be notified as to whether his/her evaluation is satisfactory or less than satisfactory by February 10.

  (a) If the evaluation is satisfactory, the faculty member will receive a copy of the evaluation by March 15. Evaluation materials will not be placed in a person's file until they are initialed by him/her. The faculty member has the right to respond, in writing, to any or all parts of the evaluation and have his/her comments included in the personnel file. The faculty member shall have 30 days to initial the evaluation. At the end of the period, failure to initial shall be noted and the evaluation placed in the personnel file.

(b) If the evaluation is less than satisfactory, the faculty member will receive a specific written statement of deficiencies accompanied by the evaluation no later than February 10. The faculty member may respond in writing to the statement of deficiencies within a period of two weeks from receipt of them. At this point, the evaluation process will return to step 4b(1) above.

ARTICLE IX - REDUCTION IN PROFESSIONAL STAFF

In the event that reduction in staff becomes necessary, the order of dismissal of tenured faculty shall be on the basis of reverse seniority with regard to the number of years employed by the college.

ARTICLE X - CONTRACTS

Annual contracts stipulating academic rank, salary, and salary payment schedule shall be issued not later than March 15. When the Board of Trustees does not intend to reappoint a unit member, notice of non-reappointment shall be given in writing no later than March 15 of the first academic year of service and not later than February 15 of the second and third years, and January 15 of the fourth and fifth academic years of service.

Said contracts are to be signed and returned to the Board of Trustees no later than March 30.

ARTICLE XI - GRIEVANCE PROCEDURE

A. Purpose

A grievance procedure is established to provide an orderly and sequential process whereby employees are able to grieve the interpretation, application, or violation of those policies, procedures, agreements or administrative decisions which affect the terms and conditions of employment.

B. Definitions

1. College Board or Employer: Cumberland County College Board of Trustees and its authorized representatives.
2. Employee: Any individual in the bargaining unit recognized in Article I.
3. Complaint: An informal charge alleging a violation, misinterpretation, or misapplication of one or more terms of this agreement. A complaint may, but need not, constitute a grievance. A complaint may be processed through the grievance procedure in step I.
4. Grievance: A formal charge alleging a violation, misinterpretation, or misapplication as defined in 'A' above.
5. Immediate Supervisor: The person to whom a grieved employee is directly responsible under the table of organization prevailing at the college.
6. Association: Faculty Association of Cumberland County College.
7. Working Day(s): Any day that the college is in session during the fall, winter, spring, or summer terms or inter-

session. Excluded are official college holidays, vacation days, and weekends.

8. Grievant: Person filing a complaint or grievance.

C. Exclusions

The grievance procedure shall not apply to the following:

1. Failure or refusal of the Board to renew the contract of an employee not under tenure.
2. Instances in which an employee granted tenure has had charges brought against him pursuant to the Tenure Employees Hearing Act (NJSA 18A:6-10 et. seq.).
3. Decisions of the President in exercising his discretion concerning a request for any leave.
4. Any matter herein expressly made non-grievable.

D. PROCEDURES - INFORMAL -- STEP I

1. A complaint shall be presented informally within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after its occurrence could reasonably have been expected to be known by the person presenting the complaint. Failure to act in presenting the complaint within the fifteen (15) working day period shall be deemed to constitute an abandonment of the complaint.
2. The complaint shall be presented by the employee to his/her immediate supervisor. This complaint shall be in writing.
3. After receipt of the complaint, the immediate supervisor shall convene an informal hearing within five (5) working days.

4. People present at the hearing shall be the following:
    a. person filing the complaint (grievant)
    b. Association representatives (President and/or grievance officer)
    c. immediate supervisor
    d. college representative (contract administrator)
5. The purpose of this hearing is to settle the complaint in an informal manner between the parties.
6. The immediate supervisor has up to five (5) working days to respond to the complaint after the close of the informal hearing. The decision may be rendered immediately upon the close of the hearing.
7. If the person presenting the complaint is dissatisfied with the decision of the immediate supervisor, he/she has five (5) working days to file an appeal and begin the Formal Process. The Formal Appeal will be made to the Dean. This appeal shall be in writing.

E. PROCEDURES - FORMAL -- STEP II -- DEAN

1. Upon the receipt of the grievance appeal, the Dean of Instruction shall convene a hearing within five (5) working days.
2. People present at the hearing shall be:
    a. person filing the grievance (grievant)
    b. Association representative
    c. immediate supervisor
    d. Board representatives

3. After the close of the hearing, the Dean shall render a decision within five (5) working days.
4. Upon receipt of the decision, the grievant has five (5) working days to file an appeal with the President.

F. PRESIDENT -- STEP III

1. If the aggrieved person(s) is not satisfied with the disposition of his grievance at Step II or if no decision has been rendered within five (5) working days of the close of the hearing, the aggrieved person(s) may file the grievance in writing with the President of the college within five (5) working days after the decision at Step II. The President shall render a decision within ten (10) working days of his receipt of the grievance.

G. ADVISORY ARBITRATION - STEP IV

1. The grievant may request submission of the grievance to an impartial arbitrator within fifteen (15) working days after a decision by the President. The arbitrator shall be selected by the American Arbitration Association in accordance with the Rules and Procedures outlined in the Streamlined Labor Arbitration Rules, published January 1, 1984. The arbitrator so selected shall be afforded access to all documents used in the prior internal steps in the grievance procedure. The arbitrator shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall address his judgment solely to the grievance presented. Neither party shall be

bound by the decision of the arbitrator. The costs of the arbitrator shall be borne equally by the Association and the Board. The Association has fifteen (15) working days to appeal the arbitrator's decision to the Board of Trustees.

H. THE BOARD OF TRUSTEES - STEP V

1. The appeal will be heard at the next regularly scheduled Board Meeting provided the Board has a least five (5) working days to study the material. This means that the Board shall have had the material mailed to them so that it can be reasonably expected to reach them five (5) working days prior to the Meeting. If this is not possible, then the hearing will be held at the next regularly scheduled Board Meeting. Every reasonable effort will be made by the parties to expedite the processing of a grievance. The number of days stated shall be considered as a maximum at each step.
2. At the scheduled closed hearing, both the grievant and the Board may have appropriate representatives present. The grievant shall inform the Board of his/her representatives by name at least forty-eight (48) hours prior to the hearing.
3. At the conclusion of the hearing, the Board will render a decision within ten (10) working days.

I. General Provisions

1. The number of days indicated at each step of this grievance procedure shall be considered as maximum and reasonable efforts should be made to expedite the process. Failure to

adhere to the limits set forth shall be considered an abandonment of the grievance. By mutual agreement, the parties may waive the time limits at any step. Any such waiver shall be reduced to writing.

2. No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.

3. A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waiver of further action. However, if in the judgment of the Association, the grievance affects the general welfare of the faculty as a whole, the grievance may be processed as a grievance of the Association.

4. Parties named in the grievance or faculty or administrators believed to possess information pertinent to the grievance may be invited, but not required, to present such information at any meeting provided in the steps of this procedure.

5. All grievance meetings shall be open only to participants, their authorized representatives and to persons presenting information before any meeting concerned with the processing of a grievance.

6. No reprisals shall be taken against any faculty member for initiating or participating in any grievance.

7. At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the contract administrator of the Board of Trustees and the president of the Faculty Association for inclusion in the grievance files.

A common file number shall be assigned by the parties to each grievance for purposes of control and record keeping.

8. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.

9. In the processing of a grievance, any party shall have the right to designate a representative to appear with him/her. Such representative must be identified to all parties to the grievance before any meeting in which he/she is to participate.

J. No member of the unit shall be discharged, disciplined, reprimanded, or reduced in rank or compensation, or deprived of any professional advantage or given an adverse evaluation of his/her professional services without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

ARTICLE XII - THE BOARD OF TRUSTEES' RIGHTS

A. The Board hereby retains and reserved unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

B. Any of the rights, power, or authority the Board had when there was no collective bargaining representatives or collective bargaining agreement are retained by the Board and may be exercised without prior notice to or consultation with the Association, except those specifically abridged or modified by this Agreement.

C. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours.

ARTICLE XIII - MISCELLANEOUS

A. Copies of this Agreement shall be reproduced by the Board and distributed to all faculty now employed or hereafter employed by the Board for the duration of this Agreement.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such invalidity shall not affect the remaining provisions of the Agreement and its application, which remain in full force and effect.

C. Except as herein provided in this Agreement, nothing contained herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from any faculty benefits existing prior to the effective date of this Agreement.

D. This Agreement shall be subject to ratification by the members of the Association and by members of the Board of Trustees.

E. NOTICE:

Unless otherwise noted, where formal notice is required to be given, it shall be sufficient:

a. in the case of a faculty unit member, if sent by mail to his last reported residential address registered in the President's Office;

b. in the case of the Board, if sent by certified mail to

Board of Trustees, Cumberland County College, Vineland,
New Jersey 08360; and

in all other cases, if sent by campus or regular mails to the institutional office or regular business address of the person or party.

Where notice is required to be given by a certain date, it shall be effective if deposited in the regular mails by midnight of the day prior to the specified date. Where notice is required to be given within a certain time period, it shall be effective if deposited in the regular mails by midnight prior to the last day of such time period.

ARTICLE XIV - DURATION OF AGREEMENT

This agreement shall become effective on the 1st day of July, 1985, and shall continue in effect until the 30th day of June, 1988.

IN WITNESS WHEREOF, the FACULTY ASSOCIATION OF CUMBERLAND COUNTY COLLEGE has caused this Agreement to be signed by its duly elected officers who represent that they have the authority to execute this Agreement; and the BOARD OF TRUSTEES OF THE CUMBERLAND COUNTY COLLEGE by its Chairman and Secretary have signed this Agreement and have caused the corporate seal to be placed hereon.

CUMBERLAND COUNTY COLLEGE	FACULTY ASSOCIATION OF CUMBERLAND COUNTY COLLEGE
Chairman, Board of Trustees	President, Faculty Association
Secretary, Board of Trustees	Secretary, Faculty Association
	Date

ESSEX COUNTY COLLEGE
FACULTY ASSOCIATION

1984 - 1987

Agreement between Essex County College Faculty Association

and the

Essex County College Board of Trustees

OFFICERS OF ESSEX COUNTY COLLEGE FACULTY ASSOCIATION — 1984

Charles Larkin — President
John P. Pace — Vice President
Leonard Parrino — Treasurer
Helen Kuruc — Corresponding Secretary
Linwood Holsey — Recording Secretary
Michael Frank — Faculty Representative to the Board of Trustees
Ned Wilson — Grievance Chairperson
Enid Friedman — Membership Co-Chairperson
David Berry — Membership Co-Chairperson

SENATORS

Robert Adubato
Harry Bernstein
David Berry
Frank Blou
David Eaton
Elaine Ferguson
Gerald Freedman
McNiel Gima
Bill Golden

Jim Hense
Peter Ho
Desiree Jett
Jim Johnson
Isa T. Maeck
Madan Maheshwari
Katherine Mock
Richard Palumbo
Barbara Pogue

FACULTY ASSOCIATION NEGOTIATING TEAM

Ned Wilson — Chairman
Michael Frank — Chief Negotiator
Arthur Henoch
Charles Larkin
John P. Pace
Joseph Zubko
Leo Galcher — NJEA Representative

FACULTY ASSOCIATION RESEARCH TEAM

Frank Blou
Michael Frank
David Griffiths
Arthur Henoch
Linwood Holsey
Charles Larkin

John P. Pace
Ned Wilson
Joe Zubko
Leo Galcher — NJEA Representative

TABLE OF CONTENTS

Article		Page
One	Recognition	1
Two	Definitions	2
Three	Scope of Bargaining	3
Four	Academic Freedom	5
Five	Grievance Procedure	6
Six	Association and Instructor's Rights and Responsibilities	13
Seven	Personnel File	19
Eight	Association Representative on Board	22
Nine	Association Officers' Load	22
Ten	Board Rights	22
Eleven	Deductions for Professional Dues	23
Twelve	Requirements for Academic Rank	28
Twelve "A"	Requirements for Laboratory Assistant	34
Thirteen	Requirements — "Visiting Instructor"	35
Fourteen	Work Schedule and Workload Requirements	35
Fifteen	Half Year Contracts	47
Sixteen	College Working Day — Hours	49
Seventeen	Evening and Saturday Workload	50
Eighteen	Class Size	52
Nineteen	Course Preparation	54
Twenty	Schedule Distribution	55
Twenty-one	Office Hours	55
Twenty-two	Attendance at College Meetings	56
Twenty-three	Facilities and Parking	57
Twenty-four	College Bookstore	58

Twenty-five	Safety — Medical Service and Examinations	58
Twenty-six	Filling Professional Vacancies	60
Twenty-seven	Office Space	63
Twenty-eight	Orientation: Association's Role	63
Twenty-nine	Curriculum Development	64
Thirty	Field Trips	67
Thirty-one	Paid Leaves of Absence	68
Thirty-two	Unpaid Leaves of Absence	81
Thirty-three	Tuition Remission/Reimbursement	91
Thirty-four	Professional Improvement	93
Thirty-five	Insurance and Pension Program	94
Thirty-six	Contract, Dismissals and Evaluations	96
Thirty-seven	Evaluation of Faculty for Retention, Non-Retention, Tenure and Promotion	97
Thirty-eight	Promotion Procedure	110
Thirty-nine	Publication of Agreement	114
Forty	Negotiation of Successor Agreement	114
Forty-one	Salaries	115
Forty-two	Resolution of Disputes	117
Forty-three	Duration of Agreement	117

Article One

RECOGNITION

1-1 The Board of Trustees of Essex County College recognizes the Essex County College Faculty Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time teaching faculty presently employed and hereafter employed by the Board, including only:

> Instructors, Assistant Professors, Associate Professors and Professors; including those persons with one of the aforementioned ranks who serve as:
>
> Counselors, Librarians, Educational Development Specialists, Assistant Division Chairpersons, Part-time Coordinators, Lecturers, and Laboratory Assistants.
>
> The following positions, classifications and titles are, however, excluded: The President, Vice Presidents, Deans, Associate Deans, Assistant Deans, Department Chairpersons, Assistants to the President and Vice Presidents, Adjunct Faculty, and Interns.

1-1.1 Any member of the unit who accepts a full-time position as a coordinator, other than the coordinators stated in 1-1 above, will not be considered a member of the unit for the duration of service as coordinator. Any person who is given the title of Special Assistant to the President and who serves as a member of the President's cabinet, while holding faculty rank, will not be considered a member of the Unit for the duration of service as Special Assistant.

1-1.2 Any tenured faculty member who subsequently relinquishes his title as coordinator, accepted under the above conditions, will then return to the Unit as a full-time faculty member.

1-1.3 It is understood that part-time coordinators may contract with the College to perform administrative duties which may exceed the provisions of the contract. The agreement between the part-time coordinator and the College will specify extra-contractual duties and compensation if any.

Article Two

DEFINITIONS

2-1 Ther term "Board" shall mean the Board of Trustees of Essex County College, Essex County, State of New Jersey or its duly designated agent(s).

2-2 The term "negotiating unit" used in this Agreement shall mean the bargaining unit as described in Article 1

2-3 The term "Association" as used in this Agreement shall mean the Faculty Association of Essex County College, the recognized majority representative for the negotiating unit.

2-4 The term "College" as used in this Agreement shall mean Essex County College, of Essex County, State of New Jersey or its duly designated agent(s).

2-5 The term "parties" when used in this Agreement shall mean the Board and the Association in its capacity as exclusive majority representative of the employees in the negotiating unit.

Article Three

SCOPE OF BARGAINING

3-1 Good Faith, Terms and Conditions, Etc.

3-1.1 The Board and the Association acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective negotiation. The Board and the Association have negotiated in good faith with respect to these subjects and the understanding and agreements arrived at by and between the parties after the exercise of that right are set forth in this Agreement.

The Agreement shall not be subject to change nor shall there be further negotiations throughout the duration of the Agreement except by mutual agreement between the parties.

3-1.2 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any such provision shall be renegotiated by the Board and the Faculty Association to comply with existing law.

3-1.3 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All contracts with new members of the negotiating unit shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

3-1.4 The enforcement of this Agreement is the joint responsibility of the Board and the Association. Should any dispute arise as to the proper interpretation or application of any provision(s) of this Agreement, the representatives of the Board and the Association shall meet and confer in good faith to resolve differences. Any misapplication of provisions of this Agreement shall be considered a violation of the Agreement.

Article Four

ACADEMIC FREEDOM

4-1 Statement of Principles

The Board herein declares its commitment to sustain the principles of academic freedom which are essential to both teaching and research, the basic functions of higher education.

4-1.1 This means for the college teacher: Freedom in research, publication and professional activities where these activities do not interfere with adequate performance of his academic duties.

4-1.2 Freedom in the classroom to discuss controversial issues relating to the course, with the knowledge he has an obligation to bear in mind his unusual influence on the opinions and values of the students with whom he works.

4-1.3 Retention of all his rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline. However, the teacher presents an image to the public by which his profession and the College may be judged. Therefore, he must at all times be accurate, show respect for the opinions of others, and must make clear that he is not an institutional spokesman.

Article Five

GRIEVANCE PROCEDURE

5-1 DEFINITION

For the purpose of this Agreement, the term "grievance" shall mean any dispute between the Board and the Association, or between the Board and any employee or group of employees within the negotiating unit, concerning the meaning and application of the specific written provisions of this Agreement and the alleged violations of any promulgated rules or policy of the Administration or Board of Trustees affecting the terms and conditions of employment.

5-2 For the purpose of this grievance procedure the Association, employee or group of employees shall hereinafter be referred to as the "grievant".

5-3 INFORMAL PROCEDURE

Prior to the filing of a formal grievance, the grievant shall informally discuss the matter with the appropriate administrator in whose area the alleged grievance arises.

5-4 FORMAL PROCEDURE

If, as a result of the informal discussion with the appropriate administrator, the matter is unresolved, the grievant may invoke the formal grievance. This written grievance, which shall be numbered, shall be submitted no later than ten (10) working days after the grievant has availed himself of the procedure outlined in 5-3 above, but in any event not later than fifteen (15) working days after the grievant's presumed knowledge of the act or condition(s) upon which the grievance is based.

5-4.1 The grievant must initiate the grievance at the appropriate level of occurrence and must use the agreed-upon form.

5-5 STEP 1

The grievance will be submitted by the grievant in writing to the appropriate Dean on a form prepared by the Board. The Board will confer with the Association for the purpose of preparing the form but the final authority for such preparation shall rest with the Board. The employee, any involved administrator, and a representative of the Association will meet with the Vice President for the purpose of resolving the grievance.

The meeting must be held within five (5) working days of the receipt of the written grievance by the administrator. The Vice President or designee shall give his answer in writing with respect to the grievance within five (5) working days after the above-mentioned meeting.

5-6 STEP 2

If the grievance is not satisfactorily settled in Step 1, then within five (5) working days after receipt of the answer in Step 1, the grievant shall file two copies of the written grievance with the President of the College or a representative designated by the President and a copy shall be filed with the Association.

5-6.1 Within five (5) working days from the date of filing, the President or his designee shall meet with the grievant, any involved administrator and a representative of the Association in an effort to resolve the grievance. The President or his designee shall give the answer in writing with respect to the grievance within five (5) working days of said meeting, with a copy to the Association.

5-7 STEP 3

The grievance shall be deemed to have been satisfactorily disposed of under Step 2, unless within five (5) working days after receipt of the answer in Step 2, the grievant files two copies of the written disposition under Step 2 with the Board of Trustees, stating in writing to the Board the reason for his dissatisfaction with the answer given to the grievance under Step 2.

5-7.1 Within thirty (30) working days from the date of filing of the grievance with the Board, the Board through its duly designated representatives (members of the Board) shall meet with the grievant, the appropriate administrator(s) and a representative of the Association in an effort to resolve the grievance. Every effort will be made to expedite this process.

5-7.2 The Board shall designate the time and place of the meeting. The Board shall state its disposition of the grievance in writing within fifteen (15) working days of said meeting.

5-8 STEP 4

If the grievant is not satisfied with the disposition of his grievance at Step 3, he shall request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration. The grievance shall be deemed waived unless arbitration is requested within thirty (30) working days of receipt of the Board's answer to the grievance. This request shall be made in writing to the Public Employment Relations Commission (PERC) with a copy sent to the Board.

5-8.1 The Association and the Board shall meet to select an impartial arbitrator and in case agreement cannot be reached as to an impartial arbitrator, the PERC shall be asked to submit a panel or panels of persons whom it would regard as available, impartial and specifically qualified for the particular arbitration involved.

Thereafter the rules and regulations of the PERC pertaining to the selection of an arbitrator will be followed. The power and authority of the impartial arbitrator shall be limited to the subject of the particular grievance involved. He shall have no authority or power to add to, delete, disregard or modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall render his determination in accordance with the laws of the State of New Jersey relating to county colleges, and shall have the power to make compensatory awards.

5-8.2 The disposition of any grievance at any step of the grievance procedure, or prior to the actual receipt of the decision of the arbitrator by agreement between the Board and the Association, shall be final and binding upon the employee or persons who are involved or affected thereby.

5-8.3 The fees and expenses of the arbitrator and the charges of the PERC shall be borne equally by the Association and the Board.

5-9 Saturdays, Sundays, holidays and any days on which the College shall be officially closed shall be excluded from the computation of "working days" as the term is used in this procedure.

5-10 It shall be the general practice of the parties to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.

5-11 The number of days indicated at each Step will be considered as maximum and every effort shall be made to expedite the process. The time limitations in this procedure shall be considered to be of the essence and not merely procedural. However, the time limits as stated in this procedure may be extended by written agreement between the President and the Association. The failure to file a grievance within the prescribed time limits shall constitute a waiver of the grievance.

5-12 Failure by the grievant at any Step to appeal a grievance to the next step within the specified time limits shall disallow the grievance.

5-12.1 Failure of the administration at any Step to submit a written disposition within the prescribed time limits shall allow the grievance.

5-13 It is expressly understood and agreed that in addition to the exclusions from the provisions of the grievance procedure which are contained elsewhere in the Agreement, the following are not subject to the grievance procedure:

5-13.1 Matters involving the discretion of the Board.

5-13.2 Any questions concerning the duration of this Agreement.

5-13.3 Any matter where the Board is without the expressed or implied authority to act.

5-13.4 Any action of the Board which is prescribed by law.

5-14 No reprisals of any kind shall be taken against any faculty member for participating in any grievance.

5-15 If a grievance if filed which might not be finally resolved under the time limits set forth herein prior to the termination date of this Agreement, the time limits set forth herein may be altered by mutual consent so that the grievance procedure may be concluded prior to the termination of the Agreement or as soon thereafter as is practicable.

5-16 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participant.

5-17 It is agreed that all parties involved in the grievance proceedings shall make available all documents and materials pertinent to the processing of the grievance.

5-18 If an employee covered by this Agreement has a complaint which he wishes to discuss with his supervisor, he is free to do so without recourse to the grievance procedure.

5-19 A grievance may be withdrawn by the grievant or the Faculty Association at any level. However, if in the judgment of the Faculty Association the grievance affects the welfare of the faculty, the grievance may be continued to be processed as a grievance of the Association.

Article Six

ASSOCIATION AND INSTRUCTOR'S RIGHTS AND RESPONSIBILITIES

6-1 Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, the Board hereby agrees that every member of the negotiating unit employed by the Board of Trustees of Essex County College shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection or to refrain from such activity. As a duly constituted body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce or harass any instructor in the enjoyment of any rights conferred by the Acts or other laws of New Jersey and of the United States; that it will not discriminate against any member of the negotiating unit with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or his refraining from such activity.

6-2 Individuals shall be entitled to full rights of citizenship and no religious or political activities of any instructor or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such individual. The private and personal life of any member of the negotiating unit is not within the appropriate concern or attention of the Board, except where it reflects upon the employee's competence, either moral or professional, to perform his job.

6-3 The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied by the Board and the Association in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, color, religion, national origin, age, sex or marital status.

6-4 Nothing contained herein shall be construed to deny any member of the negotiating unit rights he may have under the laws of the State of New Jersey or other applicable laws and regulations.

6-5 The Association and its representatives shall have the right to use College facilities for meetings. The Association agrees to use the normal College channels for the reservation of these facilities. Such use shall not interfere, interrupt or conflict with normal College operation or student activities. Any additional cost due to the Association's use of College facilities shall be borne by the Association.

6-6 Consistent with the educational needs of the student and the scheduling needs of the College, every reasonable effort will be made to keep to a minimum the giving of assignments to members of the negotiating unit during a one-hour time period twice each week, which time shall be reserved for College initiated institutional activities. Association business may be conducted during this period when it does not conflict with College initiated activities. In the areas of library and counseling services, however, such assignments shall be made when necessary to avoid the curtailment of services.

The College shall designate these hours prior to each semester.

6-7 Duly authorized representatives of the Association shall be permitted to transact official Association business on College property when they have no instructional or office hours scheduled and so long as there is no interference with official College business or the instructional or office hours of any other members of the negotiating unit.

6-8 Agents, members or representatives of the Association who are not employees of Essex County College shall be admitted to the College for the purpose of discussing official Association business.

6-9 The Association shall have the right to use College facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment, calculating machines, and all types of audio visual equipment at all reasonable times, where such equipment is not otherwise in use.

6-9.1 The Board may cancel the right of the Association to use such equipment at any time during the term of this agreement. Such decision shall be at the sole discretion of the Board or its agents, and such decisions or the results thereof shall not be subject to the grievance and arbitration provisions of this Agreement.

6-9.2 Where such equipment is under the control of an administrator, prior permission from that person shall be obtained for its use.

6-9.3 The Association shall pay for all labor, materials and supplies incident to such use through the establishment of a budget.

6-10 The Association shall have the right to post notices of its activities and matters of Association concern on instructor bulletin boards, one of which shall be provided in each department at a location agreed upon by and between the parties to this Agreement. The Association may use College internal mail service and currently existing faculty mailboxes for communications to members of the negotiating unit.

All of the above shall be subject to existing procedures.

6-11 What is contained in this Agreement shall be for the exclusive use of the

Association and this Agreement may not be assigned by the Association without the prior expressed written consent of the Board.

6-12 Within ten (10) days of employment, the College will provide to the Treasurer of the Association the name, date of hire, rank and Division of each new unit employee.

6-13 For the purpose of preparing for negotiations, the Board agrees to furnish to the Association, upon request, all available public information concerning the professional staffing and financial resources of the College. Also for the purpose of preparing for negotiations, the Board agrees to furnish to the Association, upon request, the current rank and salary of each employee in the negotiating unit. The names of the individual employees will not be given, the information merely revealing dollar amounts and numbers at each step and rank.

6-14 The Board agrees to furnish the Association with a copy of the Board Manual and Regulation Manual and all addenda and a copy of the minutes of the public Board of Trustees meetings and all addenda.

Article Seven

PERSONNEL FILE

7-1 Each member of the bargaining unit will have on file in the office of the Director of Personnel a personnel file. This file will be considered the official personnel file for the member of the unit.

7-2 Upon notice of at least one day to the Personnel Department, the personnel file shall be open to the member of the negotiating unit in the Personnel Department on a working day between the hours of 9:00 A.M. to 4:30 P.M. upon the signature of the member of the unit requesting to see his file. The working day is as defined in the Grievance Procedure. When reviewing this personnel file, an appropriate administrator shall be present. The Director of Personnel will provide the appropriate administrator and will notify the individual of the administrator's availability at the time the individual gives notice of intention to review the file. The following material contained in the personnel file shall not be made available to the individual.

7-2.1 Character and job references from outside sources.

7-2.2 Placement records which contain references from outside sources.

7-2.3 Transcripts restricted by the sending institution.

7-2.4 Other confidential references or confidential information obtained from outside the College.

7-3 The personnel file shall, when applicable, contain but not be limited to the following.

7-3.1 The member's signed application form.

7-3.2 The member's transcripts supporting his claim to academic work.

7-3.3 Documents supporting his claim to professional training.

7-3.4 The applicant's original academic rank and step recommendation.

7-3.5 All documents relating to the evaluation procedure.

7-3.6 All employment contracts signed by the individual.

7-3.7 All records and transcripts and other relevant documents supporting the unit member's claim to continued growth after initial placement may be placed in the file by the unit member.

7-4 Any document other than those of a confidential nature mentioned above, shall only be inserted in the individual member's personnel file by appropriate college supervisory personnel with simultaneous written notification to the member. All documents which are placed in the individual member's personnel file by the College must be signed and dated by the individual responsible for the content and/or the placement of the document in the file. The individual member shall have the right to respond to any non-confidential document within thirty (30) days from its placement in his file. This response shall be signed and dated and shall become part of his personnel file.

7-5 The Director of Personnel will be responsible for the safekeeping of all personnel files. Files will not be removed from the safekeeping of the Director of Personnel.

7-5.1 Upon termination of employment, the former employee shall have the same right of access to his/her personnel file which existed at the time of termination.

7-6 Consistent with the requirements of 7-2 above, an individual may make one (1) copy of each item contained in his file that is not restricted by 7-2.1 - 7-2.4 above. Such copies shall be made by the Office of Personnel which shall charge the individual seven (7) cents per copy. All such material copied shall be for the sole and exclusive use of the individual.

Article Eight

ASSOCIATION REPRESENTATIVE ON BOARD

8-1 The Association Representative shall sit in an advisory capacity before the Board of Trustees at all public meetings of the Board. The Association Representative shall participate in Committee meetings or private sessions when approved by the Chairperson of the Board. Whenever requested by the Association Representative, the said Representative shall have the right to address an issue prior to any vote being taken by the Board.

Article Nine

ASSOCIATION OFFICERS' LOAD

9-1 The Association shall receive a total of thirty-six (36) hours of release time for each year of the Agreement. Distribution of such release time to Association Executive Board members will be made by the Association and communicated to the College as soon as possible preceding the year in which it takes effect.

Article Ten

BOARD RIGHTS

10-1 Notwithstanding any provision of this Agreement the Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

10-2 Notwithstanding any provision of this Agreement the Board retains all rights, powers and authority exercised by the Board which have not been specifically abridged or modified by the Agreement.

10-3 The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours consistent with the terms and conditions of this Agreement and Chapter 123, P.L. 1974.

10-4 Notwithstanding any provisions of this Agreement, where it is in conflict with the laws of the State of New Jersey such law shall prevail.

Article Eleven

DEDUCTIONS FOR PROFESSIONAL DUES

11-1 Any member of the negotiating unit may at any time sign and deliver to the Board an assignment authorizing deduction of uniform membership dues of the Association. Such authorization shall continue in effect until it is formally revoked in writing, consistent with 11-3 below, by the member of the unit and copies thereof delivered to the Association and the Board.

11-2 Deduction of membership dues shall be made bi-weekly from regular check payment, and the Board agrees to remit promptly all monies so deducted according to the directions of the Association, accompanied by a list of those from whom the deductions have been made.

11-3 The deductions shall be made in accordance with the written authorization set forth below:

AUTHORIZATION TO DEDUCT
ASSOCIATION MEMBERSHIP DUES

Name
Soc. Sec. No.
Department

TO: Disbursing Officer
Essex County College
Board of Trustees

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of yearly membership dues to the Association and such amounts as may be required for dues in each subsequent year as certified by the Essex County College Faculty Association. I understand that the disbursing officer will discontinue such deductions only if I

file such notice of withdrawal which will become effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current year. I hereby waive all right and claim for said monies as deducted and transmitted in accordance with the authorization and relieve the Board and all of its officers, agents and representatives of any liability thereof.

Date ____________ Signature ____________

11-4 The Association shall certify to the Board, in writing, the current rate of its membership dues. Should the Association change the rate of its membership dues, it shall give the Board written notice sixty (60) days prior to the effective date of such change.

11-5 The Association shall waive all right and claim against the Board for improper deductions, provided that such deductions and transmittals have been made in accordance with the authorization received from the Association.

11-6 REPRESENTATION FEE

11-6.1 Purpose of Fee

If a faculty member does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said faculty member will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the faculty member's per capita cost of services rendered by the Association as majority representative.

11-6.2 Amount of Fee/Notification

Prior to the beginning of each membership year, the Asssociation will notify the College in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to eighty-five percent (85%) of that amount.

11-6.3 Deduction and Transmission of Fee

11-6.3a Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the College a list of those employees who have not become members of the Association for the then current membership year. The College will deduct from the salaries of such employees, in accordance with Article 11-6.3b.

The College will deduct the full amount of the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

11-6.3b Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

11-6.3c Changes

The Association will notify the College in writing of any changes in the list provided for in Article 11-6.3a.

11-6.4 INDEMNIFICATION AND SAVE HARMLESS PROVISION

11-6.4a Liability

The Association agrees to indemnify and hold the College harmless against any liability and damages including counsel fees which may arise by reason of any action taken by the College in complying with the provisions of this Article, provided that:

11-6.4a(1) The College gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

11-6.4a(2) The College will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

11-6.5 Membership Availability and Demands and Return System

Membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system which complies with the requirements in Section 2(c) and 3 of the Acts establishing representation fee.

11-6.6 Should a court of competent jurisdiction hold this provision is illegal and there is no further right of appeal, then Section 11-6 in its entirety shall be stricken from the contract, have no force and effect, and be non-binding on the College.

Article Twelve

REQUIREMENTS FOR ACADEMIC RANK

12-1 EXPERIENCE AND LENGTH OF SERVICE — TEACHING FACULTY

12-1.1 INSTRUCTOR: No previous teaching experience necessary.

12-1.2 ASSISTANT PROFESSOR: Minimum of five (5) years college teaching and/or other relevant teaching experience and/or experience relevant to the person's position at the College.

12-1.3 ASSOCIATE PROFESSOR: Minimum of nine (9) years college and/or other relevant teaching experience and/or other experience relevant to the person's position at the College.

12-1.4 FULL PROFESSOR: Minimum of twelve (12) years college teaching and/or other relevant teaching experience and/or other experience relevant to the person's position at the College.

12-1.5 EXPERIENCE AND LENGTH OF SERVICE — COUNSELORS, LIBRARY/-LEARNING RESOURCES FACULTY AND EDUCATIONAL DEVELOPMENT SPECIALIST FACULTY

12-1.5.1 INSTRUCTOR: No previous counseling or library experience necessary.

12-1.5.2 ASSISTANT PROFESSOR: Minimum of five (5) years college counseling or library experience or five (5) years relevant counseling or library experience in a different setting.

12-1.5.3 ASSOCIATE PROFESSOR: Minimum of nine (9) years college counseling or library experience or a minimum of nine (9) years relevant counseling or library experience in a different setting.

12-1.5.4 FULL PROFESSOR: Minimum of twelve (12) years college counseling or library experience or a minimum of twelve (12) years relevant counseling or library experience in a different setting.

EDUCATIONAL PREPARATION — TEACHING FACULTY, COUNSELORS, LIBRARY/LEARNING RESOURCES FACULTY AND EDUCATIONAL DEVELOPMENT SPECIALIST FACULTY

12-2 INSTRUCTORS: Master's Degree from an accredited institution, or its equivalent. In the event that equivalent preparation is the basis for assignment of the rank of Instructor, the individual contract shall state explicitly that either the Master's Degree is waived or that the Master's Degree must be obtained by a specified date. Equivalent preparation may include:

12-3 Advanced study with recognized teachers (e.g., in fine arts).

12-4 Practical experience in related non-academic fields. With respect to counselors or librarians hired August 28, 1973 or thereafter, a Master's Degree in counseling or library science or a Master's Degree in a related field shall be the minimum academic requirement.

12-5 ASSISTANT PROFESSOR: Minimum of a Master's Degree plus fifteen (15) credits of significant and related graduate work earned thereafter from an accredited institution, or a minimum of forty-five (45) credits in accredited nursing programs or a minimum of fifty (50) credits beyond the Bachelor's Degree in a doctoral program from an accredited institution or fifteen (15) credits earned in addition to the Master's Degree which have been applied to an accredited doctoral program.

12-6 ASSOCIATE PROFESSOR: Minimum of a Master's Degree plus thirty (30) hours of significant and related graduate work or a minimum of sixty-five (65) credits beyond the Bachelor's Degree in a doctoral program which does not grant a Master's Degree.

12-7 PROFESSOR: An earned Doctor's Degree accepted by the Board of Higher Education of the State in which earned and by the appropriate Regional Accrediting Association. In addition, recognition will not be granted for a Doctor's Degree from an institution listed by the New Jersey Department of Higher Education as unacceptable.

GUIDELINES FOR INITIAL PLACEMENT ON RANK

12-8 The individual must meet the criteria under experience, length of service, and educational preparation as set forth in this Article to determine placement in the appropriate rank.

12-9 Placement on step within rank will be based upon the following formula:

12-10 One step on the salary schedule for every year of appropriate college experience.

12-11 One step on the schedule for every two years of appropriate secondary or elementary experience.

12-12 One step on the schedule for every two years of related professional, nursing, industrial, business or military experience, except that the first four (4) years of military service, whether or not related, shall be counted on a one-for-one basis as required by law.

12-12.1 Teaching experience as a teaching assistant may be credited toward rank in special instances recommended by the Division Chairperson and approved by the appropriate Dean, and the Vice President or equivalent. Such experience shall be equated on the following bases:

12-12.2 One (1) step on the salary schedule for every two (2) years as teaching assistant, such experience to include a minimum of twenty-four (24) semester hours of teaching experience.

12-12.3 In the event that the computation of the formula above involves one-half (1/2) year, the Division Chairperson, with approval of the appropriate Dean may place an individual at either the lower or higher step.

12-12.4 These equations of relevant experience shall prevail except in unusual circumstances in which a 1:1 ratio is recommended by the Division Chairperson with approval from the appropriate Dean, and the Vice President.

INITIAL PLACEMENT

12-12.5 Although the College, with respect to the initial granting of academic rank and initial placement on salary schedule shall utilize the above as guidelines, all matters and decisions pertaining to the initial granting of academic rank and/or the initial placement on salary schedule are within the sole discretion of the Board and shall not be subject to the grievance procedure of this Agreement.

Initial placement on the salary schedule and the initial granting of academic rank shall be a matter solely between the incoming faculty member and the College and once salary and rank are set by the Board, shall be final and binding upon said faculty member.

12-13 The initial determination made by the College as indicated by placement on the salary schedule as to the prior experience to be credited to an incoming faculty member shall be maintained for all purposes where experience is part of the criteria, so long as the faculty member is continuously employed by the College.

Article Twelve "A"

REQUIREMENTS FOR LABORATORY ASSISTANT

12A-1 EXPERIENCE AND LENGTH OF SERVICE

12A-1.1 LABORATORY ASSISTANT: (This is not a tenure-granting position.) No previous teaching experience necessary.

12A-2 EDUCATIONAL PREPARATION

12A-2.1 LABORATORY ASSISTANT: (This is not a tenure-granting position.) Bachelor's Degree or appropriate experience in career related field.

Article Thirteen

REQUIREMENTS — "VISITING INSTRUCTOR"

13-1 A special title of Visiting Instructor may be granted to an exceptionally qualified individual who has some performance skills not usually associated with formal degrees and who would contribute significantly to the objectives of the College. The appropriateness of the experience is initially evaluated by the faculty of the discipline involved and judged in turn by the Division Chairperson, Dean, Vice President and by the President or his designee.

This is not a tenure-granting position.

If teaching a full-time load as defined in this Agreement, such appointment as a Visiting Instructor shall not exceed one (1) calendar year. Visiting Instructors shall not receive consecutive appointments in this title.

Article Fourteen

WORK SCHEDULE AND WORKLOAD REQUIREMENTS

14-1 DEFINITIONS

14-1.1 SEMESTER: A *Semester* is a sixteen (16) week period of instruction or the equivalent.

14-1.2 SESSION: A ***Session*** is an eight (8) week period of instruction or the equivalent.

14-1.3 CONTACT HOUR: A ***Contact Hour*** is a fifty (50) minute period of instruction each week or eight hundred (800) minutes of instruction each semester or session.

14-1.4 UNDERLOAD: ***Underload*** exists when a faculty member teaches fewer than the required contact hours.

14-1.5 OVERLOAD: ***Overload*** exists when a faculty member teaches more than the required contact hours.

14-1.6 OFF-CALENDAR COURSES: ***Off-Calendar*** courses are courses that start and/or end on dates other than those designated for the official semesters or sessions.

14-2 All members of the unit who are teaching faculty will work under an annual contract with conditions as stated below.

14-3 Faculty will normally teach a total of thirty (30) contact hours during the Fall and Winter Semesters and give ten (10) additional days of service at the direction of the College in course planning and preparation and/or academic counseling or advisement. Five (5) of these days must be assigned within the period beginning seven (7) working days immediately preceding the opening of classes in the Fall and five (5) working days either immediately preceding the start of the Winter Semester or immediately following the close of the Winter Semester.

14-4 The regular workload will be fifteen (15) contact hours per semester inclusive of release time for a total of thirty (30) contact hours of instruction each year.

In order to obtain this total, the College may at its discretion assign any combination of hours each semester (for example, 16 & 14; 17 & 13; 18 & 12). A faculty member will not be assigned less than fifteen (15) hours inclusive of release time in the Fall Semester if courses are available for which the faculty member is qualified. Moreover, it is understood that the College will not, without the faculty member's consent, assign more than eighteen (18) hours of instruction in any semester in order to achieve this total (for example, 19 & 11). Faculty members shall be available for assignment in the Spring Session at the request of the Dean of Academic Affairs, subject to the maximum load provisions of 14-8. This request will be made on or before March 15 preceding the Spring Session.

14-4.1a When a non-teaching (35 hours/-week) faculty member is assigned to teach a course or courses as part of normal load, the faculty member's thirty-five (35) hour workload shall be credited with two hours of service for each contact hour of instruction for the week in which the instruction occurs.

14-4.1b A non-teaching faculty member who is assigned fifteen (15) hours or more of teaching in any one semester shall be granted a vacation credit of thirty (30) days for such service, and shall receive a deduction of twenty-one (21) days from vacation days earned during that Academic Year as a non-teaching faculty member for each such semester taught.

14-5 Any assignment made of an off-calendar credit-bearing course shall be considered part of the thirty (30) contact hour workload and shall be counted toward the workload of the semester within which said off-calendar course commenced. However, off-calendar courses will not be assigned to full-time faculty members without their expressed consent unless there are insufficient courses available in the regular College calendar.

14-5.1 Faculty members who are assigned to teach off-campus or off-calendar courses either as part of their regular load or as overload will be required to keep that calendar for these courses in addition to the provisions of the regular College calendar, even where the calendars differ.

14-6 If, by the time Winter Semester course assignments are final, a faculty member is underloaded because he cannot meet the thirty (30) contact hour load, the College may assign said faculty member to complete the required workload in the Spring Session of that year. In the event that mandatory assignments are made for the Spring Session, every effort will be made to provide a minimum of six (6) contact hours to the faculty member. Alternately, the College may assign to the faculty member non-teaching duties during the Winter Semester to complete the required workload.

14-6.1 Should the College choose to assign non-teaching duties, the faculty member shall receive a written description of the non-teaching duties to which he is assigned which shall state the time equivalency to his normal teaching load. The faculty member shall be credited with one (1) contact hour for each two (2) hours of service per week spent in performing such non-teaching duties. The College will generally require the faculty member to perform such duties within the normal teaching day. Any restrictions imposed by this Agreement under Article 16 shall be observed whenever possible in scheduling such non-teaching duties.

14-7 A faculty member may opt to teach thirty (30) contact hours for the full academic year by informing the Dean of Academic Affairs, in writing, not later than September 30th of the Academic Year, using the form in Appendix "D", or its equivalent. Once made, this option shall bind the faculty member for the full year, unless waived by the Dean of Academic Affairs. A faculty member exercising this option waives his right to overload assignment beyond thirty (30) hours, except by mutual agreement of the faculty member and the Dean, and shall not be assigned in Spring or Summer Sessions except as provided in Section 14-6.

14-7.1 If a degree or certificate program, as approved by the Department of Higher Education includes courses in the discipline of the program which are to be conducted beyond the Fall and Winter Semesters, the faculty in the program discipline shall not be eligible for the option in Section 14-7 unless there will be no need for his services in the Spring Session and his request is approved by the Dean of Academic Affairs. The Dean shall respond to such faculty member within thirty (30) days after receipt of the faculty member's request.

14-7.2 A faculty member may opt to teach up to twelve (12) contact hours per year as overload. Overload will be assigned as requested by faculty member in any semester or session subject to the maximum load provisions of Article 14-8.

14-7.3 Within contractual limits, full-time faculty shall have first option to teach courses in the Spring or Summer Sessions.

14-8 Total workload shall not exceed eighteen (18) contact hours inclusive of release time and/or overload, whether requested or assigned, for any one (1) of the two (2) semesters or nine (9) contact hours for any one (1) session. The appropriate Division Chairperson, with the approval of the Dean of Academic Affairs in exceptional cases, where sufficient faculty are not available, may assign courses beyond the above limits to consenting faculty members.

However, all faculty members shall be limited in workload to a maximum of forty-two (42) contact hours per year inclusive of release time and/or overload.

The above maximums may be waived if necessary by agreement of the faculty member and the College.

Any faculty member who is required to teach in the Spring Session as a result of the provisions of 14-4 will be offered two (2) courses, if available, even though the resulting load may exceed forty-two (42) contact hours.

14-9 All workload assignments in the faculty member's academic area, including overload, shall be made by the appropriate Division Chairperson with approval of the Dean of Academic Affairs, assuming that the course is available and that the faculty member is available, qualified and able to teach said course. Decisions as to availability, assignment, and/or qualifications shall be final and not subject to the grievance and arbitration provisions of this Agreement, unless the decision is arbitrary or capricious. The Division Chairperson will consult with the discipline faculty as to the faculty member's qualification before making recommendations to the Dean.

14-10 Zero level courses shall have equal credit and contact hours for both faculty and students.

14-11 A new faculty member who is initially hired to teach in the winter Semester, shall be paid in accordance with the appropriate salary schedule contained herein. If this faculty member also teaches during the Spring and/or Summer Sessions, payment for that time will be at the applicable overload rate.

14-12 All academic courses offered for credit, shall be taught under the academic affairs designation and shall be administered by and through the office of the appropriate Academic Dean and the academically designated division where possible. The only exceptions may be those courses clearly determined to be community service.

14-13 LIBRARY/LEARNING RESOURCES FACULTY, COUNSELORS AND EDUCATIONAL DEVELOPMENT SPECIALISTS

14-13.1 The normal work week for those members of the negotiating unit employed in the above-named classifications will be thirty-five (35) hours per week over a five (5) consecutive day period.

14-13.2 The normal work day for the above-named individual will be eight (8) consecutive hours, including a meal period of sixty (60) minutes.

14-13.3 Hours in excess of the designated thirty-five (35) hour week shall not be required. However, nothing contained herein shall preclude the right of the above-named members of the negotiating unit to perform their professional duties under unusual circumstances at their discretion in excess of thirty-five (35) hours per week as detailed above without additional compensation.

14-13.4 The above-named individuals shall be granted forty-two (42) non-cumulative days of vacation which shall be accrued at the rate of three and one half (3-1/2) days per month. However, employees may utilize vacation days not yet earned, with the permission of their Supervisor. If an employee resigns or is terminated he shall be required to reimburse the College for all vacation days he utilized and was paid for, but had not accrued as of the date his services for the College ended. This vacation shall be considered inclusive of all recesses and other days when classes are not in session with the exception of officially declared and scheduled holidays of the College where the College is officially closed. Such vacation periods are to be scheduled so as not to disrupt essential services. Schedules for vacation shall be made by the appropriate administrator in consultation with the member of the unit.

14-13.5 Counselors and Librarians shall receive three (3) days off during Christmas week which is not to be charged to vacation time.

14-14 LECTURER

14-14.1 The Lecturer position is not a tenure track position and is not subject to the promotion provision of this Agreement. The Lecturer position shall be used in departments where remedial teaching is a major portion of load, i.e., reading, English, math. No Lecturer shall teach 100 Level courses or above.

14-14.2 The Lecturer's duties shall be in the area of independent teaching activities with supervision by professional personnel. The Lecturer's workload shall be thirty-six (36) contact hours over two semesters, or two semesters and one session (Spring or Summer) at the option of the Dean.

14-14.3 Lecturers shall be responsible for the assigned office hours and course preparation where applicable, but shall not normally be required to accept committee membership or responsibility for program or course development.

14-14.4 Lecturers may receive up to five (5) successive one (1) year contracts if their work is satisfactory, followed by up to three (3) successive two (2) year contracts, and after successful completion of the total service mentioned above, may be granted successive three (3) year contracts at the beginning of the twelfth (12th) year.

14-15 LABORATORY ASSISTANT

14-15.1 The Laboratory Assistant position is not a tenure-granting position and is not subject to the promotion provision of this Agreement.

14-15.2 The Laboratory Assistant works in a laboratory environment in a non-instructional capacity. The workload will be thirty-five (35) clock hours per week.

14-15.3 While the normal work week for those employees of the negotiating unit in the Laboratory Assistant classification is thirty-five (35) clock hours, the parties hereto recognize that the responsibilities of said position, as determined by the College, may require Lab Assistants to exceed the normal thirty-five (35) hours, on occasion. A reasonable effort will be made to schedule the employee's work assignments within the normal week. Compensatory time shall be granted for all hours worked in excess of thirty-five (35) hours per week, which will be taken during periods of time when no classes are in session. The normal thirty-five (35) hours for additional work assignments may be scheduled at any time during the day or evening provided the employee is assigned to consecutive hours. The employees shall not be required to work more than five days, Monday - Saturday.

14-15.4 Members of the unit in the Laboratory Assistant classification shall henceforth receive a contractual commitment which shall require the employees to work in either the Spring or Summer Session as determined by the College, in addition to the Fall and Winter Semesters. Employees assigned to work in the Summer may be assigned additional laboratory related duties not customarily assigned during Fall, Winter or Spring in order to assure a full

workload. Such determination as to which term the employee shall be assigned to work shall be communicated to the employee as soon as possible, but no later than the end of the Winter Semester.

Article Fifteen

HALF YEAR CONTRACTS

15-1 Application for a Half Year Contract will be made to the appropriate Dean by December 31 of the previous academic year. The dean will forward the application, through channels, for recommendation to the Board of Trustees.

15-2 The Board of Trustees will consider all applications, and maintains the right to approve said applications which provide adequate savings to the College. If there are such savings, and the instructional delivery of the program will not be adversely affected, then Board approval will not be arbitrarily or capriciously withheld.

15-3 A faculty member who is granted a Half Year Contract will be paid sixty percent (60%) of his/her annual salary for the half year. In terms of time, a half year will equate to one semester with a fifteen (15) contact hour value, or otherwise by mutual agreement.

15-4 The workload of librarians, counselors, and other non-teaching faculty shall be defined as twenty (20) weeks of service for a Half Year Contract, inclusive of official college closings.

15-5 Fringe benefits, including insurance, shall be paid for the full year, as if the faculty member had been present for the full year. Pension coverage that is reduced by these provisions will be maintained at full yearly coverage by the College.

15-6 After two (2) or more consecutive annual Half Year Contracts have been granted, the faculty member may apply for a continuing, permanent half-year appointment which, if approved by the Board of Trustees, shall not be revoked, without mutual consent and shall be subject to tenure laws. This provision shall not be arbitrable.

15-7 Salary shall be paid during the period earned, or otherwise by mutual agreement.

15-8 Persons employed under this Article shall be considered full-time employees of the College.

15-9 In the event that this Article or any part hereof shall be ruled invalid, any individual granted such a contract will be deemed to have been granted a special sabbatical for the time during which employment duties were not rendered.

Article Sixteen

COLLEGE WORKING DAY — HOURS

16-1 The assignment of a teaching member of the unit shall span not more than nine (9) hours from the beginning of the first class to the end of the last class of the day.

16-2 There shall be at least twelve (12) hours between the end of the last class on one day's schedule and the beginning of the first class of the next day.

16-3 The provisions of this section shall not apply to an individual who exercises his option under 17-1 to teach an evening section.

16-4 Such time limits may be modified with the consent of the individual instructor.

16-5 The provisions of this section shall not apply to an individual who chooses to teach an overload section.

16-6 The above time restrictions will not apply where overload exists.

16-7 A college laboratory hour shall be equal to a contact hour where the total contact hours do not exceed 1.5 times the credit hour value of the course. Where total hours in a course exceed 1.5 times the credit hour value, the number of laboratory hours in excess of this number shall be equal to one-half (1/2) of a contact hour for each laboratory hour in excess.

16-8 Faculty members teaching in the Radiology Technology and Physical Therapy programs shall receive the contact hour value for the lectures they are assigned. The remainder of their workload, in order to reach fifteen (15) contact hours, shall be spent in making supervisory rounds at the various institutions participating in the respective program.

Faculty members shall receive one (1) contact hour for each two (2) hours spent making supervisory rounds and ninety percent (90%) for Arts Laboratory weighted contact hours.

Article Seventeen

EVENING AND SATURDAY WORKLOAD

17-1 EVENING CLASS REQUIREMENT. Evening classes may be required as part of a faculty member's regular load, but the institution will make every effort to avoid such assignments. If such assignments are made they will be assigned on a rotating basis. However, full-time faculty members desiring evening classes as a part of their regular workload will be given first consideration for such assignment up to six (6) contact hours. If more than six (6) contact hours are requested, additional evening assignments may be made at the discretion of the appropriate Dean.

17-2 SATURDAY CLASSES. Saturday classes may be assigned as part of the faculty member's regular load if the specific expertise of the faculty member, as determined by the appropriate Dean, is needed on a Saturday or where such Saturday assignment is necessary in order for the faculty member to meet his regular teaching load. In making this determination the appropriate Dean will consult with the Division Chairperson and members of the discipline. Where a faculty member is required to teach a Saturday class because of his special expertise he shall not be required to teach on more than four days per week. The Saturday assignment, either because of underload or because of the need for the faculty member's special expertise, shall not exceed one-third (1/3) the normal load without the consent of the faculty member. Saturday assignments made on the basis of special expertise shall be assigned on a rotating basis among qualified faculty members.

In addition to the above, Saturday classes may be assigned as part of the regular load or as overload with the consent of the faculty member involved. The limitations set out above shall not apply to a voluntary Saturday teaching assignment.

Article Eighteen

CLASS SIZE

18-1 Mass Lecture, Discussion, Laboratory, Composition, and Remedial Classes.

18-1.1 Every effort will be made to maintain the following student/faculty ratios as determined at the third (3rd) week of the semester or session.

18-1.1a 30 to 1 in discussion sections

18-1.1b 24 to 1 in composition courses

18-1.1c 20 to 1 in remedial sections

18-1.2 Should an instructor in either the composition or remedial class have assistance, such as an Assistant Instructor, Teaching Intern, Laboratory Assistant, et al, the above shall not apply. However, the new student/faculty ratio shall not exceed thirty-four (34) students in composition courses and twenty-eight (28) students in remedial courses.

18-1.3 A reduction in class size to achieve the above ratios will be provided through changes in scheduling wherever possible.

18-1.4 The number of students in a laboratory section shall not exceed the number of installations in the assigned room.

18-2 Mass Lecture

18-2.1 All proposals to teach a particular course under a mass lecture format may emanate from the Academic Divisions, through their Chairpersons or from the College.

18-2.2 The appropriate Dean, together with the Discipline faculty and Division Chairperson, shall be responsible for determining whether a proposed mass lecture format for a particular course is instructionally sound, including a determination as to whether the teaching methods proposed for the particular mass lecture are appropriate to the course. If the Dean and the Department/Division cannot agree, either party may bring the matter before the College Curriculum Committee for review.

18-2.3 Mass Lectures shall not be used for teaching courses designed as remediation sections under 18-1.1c or 18-1.2 above, except by prior agreement with the Association. However, nothing shall prevent the College from utilizing other experimental modes of teaching in connection with such remedial courses.

18-2.4 Mass Lecture courses shall be subject to the same scheduling requirements and procedures as all other courses.

18-2.5 The total contact hour value of the Mass Lecture will be computed by multiplying the number of individual courses at the maximum size allowable which would be necessary to accommodate the number of students enrolled in the Mass Lecture by the number of contact hours for the course. The number of students enrolled in the Mass Lecture will be measured as of the third (3rd) week of the semester or session.

18-2.6 Faculty members who are assigned to lecture, lead discussion groups, grade papers and perform other duties associated with the lecture will be given contact hour credit for time spent in such assigned activities in accordance with the particular Mass Lecture formula which is agreed upon by the faculty members involved in teaching the Mass Lecture and approved by the appropriate Dean. However, no Mass Lecture formula for crediting contact hours may exceed the total cost to the College that would be incurred if the same number of students were divided into individual classes of maximum size.

Article Nineteen

COURSE PREPARATION

19-1 COURSE PREPARATION AND SUBJECT MATTER ASSIGNMENTS. The number of course preparations shall be determined by the appropriate administrator in consultation with members of the academic area. Two preparations shall be considered the ideal in making preparation determinations.

Article Twenty

SCHEDULE DISTRIBUTION

20-1 Every effort will be made to give each full-time instructor a schedule for the Fall and Winter Semesters no later than ten (10) days before the semester begins.

Article Twenty-one

OFFICE HOURS

21-1 Consultation and Appointment Procedures.

21-1.1 A faculty member shall maintain one (1) hour per week for each three (3) hours of instruction assigned, including overload courses for student consultation and advisement. The faculty member shall also reserve one (1) additional hour per week for each five (5) hours of assigned instruction to be scheduled by appointment. These office hour provisions shall apply to all semesters and sessions.

21-1.2 Up to three (3) hours of consultation may be replaced by individualized instruction. Such tutoring hours shall be determined by mutual agreement between the faculty member and the Division Chairman. All such hours shall be in addition to the faculty member's regularly assigned classes. All office hours being maintained shall be listed on the outside of the instructor's door.

21-1.3 A faculty member shall be responsible to perform student advisement and to assist in registration.

Article Twenty-two

ATTENDANCE AT COLLEGE MEETINGS

22-1 The President, Vice President, and Dean of Academic Affairs may call General Faculty Meetings at their discretion. Announcements of such meetings will include an agenda, to be distributed three (3) working days prior to the date of the meeting. The President also reserves the right to call meetings to deal with an emergency. The notice of such meetings shall indicate that such an emergency exists. Attendance of faculty at all such meetings is mandatory.

22-1.2 Attendance at Divisional and Area meetings is expected. Where an agenda is provided three (3) working days prior to the meeting, attendance will be mandatory.

22-1.3 Unless specifically covered elsewhere in this Agreement, attendance by all members of the negotiating unit at College-sponsored functions and activities, although encouraged, shall be voluntary. The Association and its members recognize the importance of said functions and will make every effort to attend.

22-2 Graduation
Every faculty member shall be expected to participate in the annual College Commencement Exercises.

Article Twenty-three

FACILITIES AND PARKING

23-1 FACILITIES: The Board shall make every effort to provide adequate instructional and office facilities. The Board shall make every effort to have available in each building used for office or instruction, adequate restroom and lavatory facilities. In addition, the Board shall make available to Faculty and Administration a lounge which shall be designated as a Faculty-Administration lounge.

23-2 PARKING: Parking will be provided on a first come first served basis in an employee parking lot at no cost to the members of the negotiating unit. The Board will require parking identification for each car, but shall furnish same at no cost to the members of the negotiating unit.

23-2.1 If the College is able to provide individual designated parking spaces to members of the unit, this clause shall be reopened upon notice, to discuss fees.

Article Twenty-four

COLLEGE BOOKSTORE

24-1 Members of the negotiating unit are entitled to a ten percent (10%) discount on all hardbound and paperback books purchased at the College Bookstore. A twenty percent (20%) discount will be allowed on any purchase of supplies and merchandise in excess of fifty cents (50¢). Discounts do not apply to items on sale. All purchases so made will be for the personal use of the individual making the purchase.

Article Twenty-five

SAFETY — MEDICAL SERVICE AND EXAMINATIONS

25-1 Individuals shall not be required to work under conditions defined by State or local ordinances as unsafe.

25-2 The College will endeavor to provide nursing and other medical services as follows:

25-2.1 A nurse will serve Monday through Friday, 9:00 A.M. to 4:30 P.M.

25-2.2 A medical technician will serve Monday through Thursday, 4:00 P.M. to 10:00 P.M., and Saturday, 8:30 A.M. to 5:30 P.M.

25-2.3 A doctor will serve for two (2) hours per day Monday through Friday.

25-2.4 Ambulance service as is available through the municipality shall be sought through the Health Service when time allows.

25-3 All work-related accidents will be reported to the Health Service as soon as possible.

25-4 A medical examination shall be available to all faculty members yearly without cost to them. The type and extent of examination shall be exclusively determined by the College. The above mentioned examination may be performed by a physician of the individual's choice. However, the faculty member will be reimbursed for this examination only to the extent of the cost of such examination by the facility so designated by the College. The College may require proof of the extent of the examination administered before such reimbursement is made.

Article Twenty-six

FILLING PROFESSIONAL VACANCIES

26-1 NOTICE: Every effort will be made to give notice of any professional position vacancy, administrative or faculty, to the members of the faculty, twenty-one (21) calendar days prior to its being filled. Such notice, which shall appear in the official College publication, shall include the job title and the minimum salary offered. Upon request to the Personnel Office by any member of the faculty, a job description for that position shall be made available for review.

26-2 RECOMMENDATIONS: Wherever a vacancy exists in one of the following administrative positions (President, Executive Vice President and Dean of Student Affairs) a selection committee, created by the Board of Trustees, shall be constituted to recommend candidates for the vacancy. The committee will be prepared to process applications within three (3) months of the date of existence of the vacancy. Representatives of the faculty designated by the Faculty Association will constitute equal representation with any other Essex County College internal group on such committee. Representatives of the Board or of the Community selected for such a committee shall not be considered "internal groups" within the meaning of this provision. The Board in its sole discretion may utilize the selection committee for other appointments within the institution.

26-2.1 It will be incumbent upon the selection committee to recommend simultaneously a minimum of two (2) individuals through the following procedures:

26-2.1a To the Board of Trustees for the choice of a President.

26-2.1b To the President for the choice of the Vice President.

26-2.1c The Board may request, at its sole discretion, that the application(s) of any individual applying for the position be forwarded to the President for consideration and action regardless of the actions of the committee.

26-3 Whenever a vacancy for a full-time faculty position occurs and the decision has been made by the College to fill the position, the appropriate Dean will provide the Discipline Committee in the Division where the vacancy occurs, with an opportunity to meet with candidates for the position, which are referred to them by the appropriate Dean. The Committee shall be made up of the Department and/or Division Chairperson and four (4) tenured faculty members of that Discipline's faculty, three (3) of whom shall be selected by the Discipline's faculty and one (1) by the Dean. The Committee shall provide the Dean with its confidential written comments as to the candidacy of each individual with whom it meets, including its recommendation on hiring, within the time period set by the Dean. The Dean shall duly consider the recommendation of the Discipline Committee, but it shall in no way be considered determinative or in any way restrict the complete discretion of the College and the Board with respect to hiring Personnel. All applications for employment which are received by the Department/-Division shall be referred to the Personnel Department, where they shall be kept on file and available for inspection. A list of the names of all applicants shall be forwarded to the Department/Division Chairperson upon request.

In the event that the Faculty Discipline Committee does not respond within two (2) weeks after notification, the College may hire a faculty member to fill a vacancy without regard to the requirements of this provision.

26-4 DISPUTES: Any and all disputes with respect to Article 26 shall not be subject to the grievance and arbitration provision of this Agreement.

Article Twenty-seven

OFFICE SPACE

27-1 The Board will provide office space for the Faculty Association.

27-2 The College agrees that it will allow the Association to have a telephone or telephones installed at the location it chooses, provided said locations are approved by the College. The cost of the installation and all subsequent expenses and costs associated with such phones shall be borne solely by the Association. Such telephones shall be used for the transaction of all Association business.

Article Twenty-eight

ORIENTATION: ASSOCIATION'S ROLE

28-1 The Board shall be responsible for providing institutional orientation of all new members of the negotiating unit.

28-2 The Association may discuss this Agreement with members of the negotiating unit during those times, as set forth in this Agreement, for the conduct of Association business. The Association recognizes its responsibility to inform all members of the unit of their right not only to join, but to refrain from membership in the Association.

28-3 The Board will provide time during the institutional orientation period during which the Association will inform members of the unit concerning the nature of the contract.

Article Twenty-nine

CURRICULUM DEVELOPMENT

29-1 DIVISION INITIATED CURRICULA

29-1.1 New curricula, programs, and courses or changes in existing ones shall generally be initiated by an academic division through the Discipline and Divisional Curriculum Committees. All proposals from academic disciplines shall be forwarded to the Divisional and College Curriculum Committees, which shall review the proposals in terms of the institution's ability to implement them.

29-1.2 In the event that a proposal is rejected by the College Curriculum Committee, it shall be returned to the Divisional Curriculum Committee with explanation. The Divisional Curriculum Committee may resubmit the proposal, with modifications, to the College Curriculum Committee for action.

29-1.3 Proposals which are given final approval by the College Curriculum Committee shall be submitted to the Dean of Academic Affairs and the President, who may review and append their comments and recommendations to the proposal. The President shall submit proposals that he approves to the Board of Trustees for its approval or disapproval at its next meeting.

29-2 ADMINISTRATIVELY INITIATED PROPOSALS: The above will in no way preclude the College Curriculum Committee, the Academic Deans, Vice President, President or Board of Trustees from developing or proposing new curricula, programs or courses or changes in same. All curricula, programs or courses (or changes in same) initiated pursuant to this subsection will be made available to the appropriate Academic Disciplines/Divisions, if any, for review and recommendations. These recommendations must be received by the College Curriculum Committee within thirty (30) days after the proposals were submitted to the division. The College Curriculum Committee will study the proposal, and report its findings to the President within ten (10) days. The President will present the proposals with his recommendations to the Board of Trustees for its approval or disapproval. Findings of the Divisional/Discipline and College Curriculum Committees, also shall be presented to the Board of Trustees by the President. Non-credit granting community service programs or courses may or may not be made available to a Discipline/Divisional

Committee pursuant to this subsection, but may go directly to the College Curriculum Committee.

29-3 The Curriculum Committee will be composed of fifteen (15) voting members. Six (6) of those members will be elected from among the faculty as stated in 29-3.1.

29-3.1 SELECTION OF COLLEGE CURRICULUM COMMITTEE FACULTY REPRESENTATIVES:

a. Faculty representatives will be elected for a one (1) year term by the divisions which they represent. Representation will be by the following groupings:

I.	Humanities Division	1 Representative
II.	Social Sciences Div.	1 Representative
III.	Mathematics, Physical Sciences and Engineering Technologies Div.	1 Representative
IV.	Business Division	1 Representative
V.	Biological Sciences and Health Professions Division	1Representative
VI.	Learning Resources & Human Resources	1 Representative

b. Faculty representation by discipline will be on a rotating basis within the six (6) Roman Numeral groups. Any discipline wishing to waive its right to have a representative elected from among its members may do so, and a representative may then be selected from another discipline in the Division.

c. Elections will be conducted by the Faculty Association. The names of those faculty members who are selected to serve on the committee shall be provided to the Dean of Special Programs and Program Development no later than September 15 of the appropriate year.

d. An alternate representative shall be elected for each group. The alternate will retain voting privileges in the absence of the regularly elected member.

Article Thirty

FIELD TRIPS

30-1 A field trip shall be defined as any educational activity which requires student and/or faculty to leave the campus. Such trips will require the approval of the appropriate Dean.

30-2 The College will determine and shall supply the mode of transportation for all such trips.

30-3 The College shall provide travel-accident liability insurance up to $250,000 per individual and $1,000,000 per catastrophe whenever the faculty member is required to travel on College business.

30-3.1 This insurance will be subject to any restrictions and disclaimers of the insurance company. The College will notify the faculty of any known restrictions.

Article Thirty-one

PAID LEAVES OF ABSENCE

31-1 SICK LEAVE: At the beginning of each school year each member of the negotiating unit shall be credited with a twelve (12) day sick leave allowance to be used for absences caused by illness or physical disability of the faculty member.

31-1.1 Payment under this provision shall be made providing that his supervisor or another designated individual is notified of the absence before the first scheduled class. In cases of illness extending beyond five (5) consecutive working days, or after repeated and extended patterns of absences, certification of illness from a qualified physician may be required at the option of the College. The unused portion of such allowance shall accumulate indefinitely. In cases of illness extending beyond five (5) working days, certification by a qualified physician shall be required indicating fitness to return. The statement of fitness to return must be communicated to the College physician.

31-1.2 A repeated pattern of using sick leave during Advisement, Registration, and/or College meetings will allow the College to require a verification of illness.

31-1.3 Each school year each member of the negotiating unit shall receive a statement from the Board indicating the number of sick days accumulated as of August 31 of that year. This report shall be received by the faculty member by September 30 and be subject to his/her verification.

31-2 SICK LEAVE BANK: The College shall establish an emergency "sick leave bank" to be administered jointly by the President of the College and the President of the Association or their designees.

31-2.1 The "Bank" shall be limited for the duration of this Agreement to a total number of days to be determined by providing two and one-half (2-1/2) days for each member of the unit covered by this Agreement each year. The days do not accrue from year to year. These days may be dispensed to members of the bargaining unit provided there are sufficient days in the bank.

31-2.2 Application for such benefits (to maximum of twenty-five [25] days per application) shall be made to the President of the College or his designee through the President of the Association or his designee, on the Faculty Sick Bank Withdrawal Request form (Appendix "E" of this Agreement).

31-2.3 Days shall be dispensed to the applicant at the discretion of the President of the College and the President of the Association where the following pre-conditions are met:

1. Serious continuing illness or disability to a member of the unit as attested to by a licensed physician,

2. All accumulated personal sick leave having been exhausted,

3. The illness or disability is not covered by any long term disability plan as contained in this Agreement or any short or long term disability plan as agreed to by the parties.

If the President of the College and the President of the Association cannot agree in regard to pre-conditions stated above, with respect to the application, the application shall be referred to the Board for decision.

31-2.4 The benefits as provided by this Article shall not accrue to or be available to any member of the unit after the last date of employment.

31-3 BEREAVEMENT: Leave not to exceed three (3) working days will be allowed for each death in the immediate family. Family is understood to mean father, mother, grandparents, brothers, sisters, parents-in-law, sons-in-law, daughters-in-law, wife, husband, children, step-children, or grandchildren or other members of the household. The three (3) working day period shall be consecutive starting with the first day of absence.

Upon written request to the appropriate Dean, where all personal leave has been exhausted, the Dean may, at his sole discretion, for good cause shown, expand the above three (3) days to five (5). The written request may be waived in a bona fide emergency situation allowing an oral request to be made.

31-4 PERSONAL LEAVE: Leave up to three (3) days per year shall be permitted for matters which cannot be cared for in free time. Payment under this provision shall be made provided a minimum of one (1) week's written notice shall be given of the intention to take a personal day, except in emergency situations. This notice shall be given to the Division Chairperson involved or his designee. The faculty member shall make the sole determination of the use of personal leave days. Except in emergency situations, it shall be the responsibility of the faculty member to find a substitute to replace him in a class. In emergency situations he shall give notification as soon as possible to the Division Chairperson or his/her designee.

31-4.1 An employee who exhibits a repeated pattern of using Personal Days during Advisement, Registration, and/or College meetings, must, upon request by the College, give reasons for using the Personal Day benefit at those times.

31-4.2 Upon written request to the appropriate Dean, where all personal leave has been exhausted, the Dean may, at his sole discretion, expand the above three (3) days to six (6) to allow the faculty member to observe religious holidays which require absence from assigned duties.

31-5 LEGAL LEAVE

31-5.1 A member of the negotiating unit who is summoned for jury duty or subpoenaed as a witness and who must serve and who does in fact serve, will be granted leave to fulfill such duty.

31-5.2 The College will pay his normal salary provided a record is submitted of time served and pay received, and the member of the negotiating unit remits any payment received for his service as juror or as a witness, to the College.

31-5.3 In order to be eligible for pay, an employee: (a) Must notify his Division Chairperson after receipt of notice to report; (b) Must have reported for assigned duties on any day during the period of jury or witness duty when he was not necessarily absent from work on account of such jury or witness duty; (c) Must furnish a certificate of completion of jury or witness duty service showing the time that he reported and was dismissed on each day for which jury or witness duty is claimed and the amount of all fees received by him.

31-5.4 The provisions of this Article shall not apply in cases of jury or witness duty on days outside the normal college week.

31-5.5 In no case shall leave be deducted from vacation days or holidays except by request of the faculty member.

31-6 A member of the unit who is a plaintiff in a civil action shall not be compensated for absent time of more than four (4) days. The above limitation does not apply when the College is a party to the action.

31-7 SABBATICAL LEAVE: The Board may grant sabbatical leaves of absence for full-time faculty members in accordance with the following specific provisions:

31-7.1 Members of the unit shall be eligible for sabbatical leave after six (6) years of continuous service at Essex County College.

31-7.2 The number of sabbatical leaves during the term of this contract shall be limited to five percent (5%) of the unit each year, and length of service at Essex County College shall be considered by the Board in the granting of such leave.

31-7.3 Applications for sabbatical leave will be considered if made for the purpose of full-time study and/or research. Travel is acceptable provided it is for full-time study and/or research only.

In extraordinary circumstances a leave may be granted pursuant to this section for purposes of rest and recuperation provided the individual applying for said leave shall have completed at least ten (10) years of consecutive service with the College. Consecutive service for the purpose of this section shall not be considered broken for any paid leave of absence. All other leave(s) or extended absence(s) shall break consecutive service.

31-7.4 Such application shall also state that the applicant will continue to serve Essex County College for at least two (2) years after expiration of his leave unless this provision is expressly waived by the Board.

31-7.5 The application shall be submitted to the appropriate Dean, and if approved, to the appropriate Vice President and President for consideration and recommendation for approval or disapproval. Disapproval at any level terminates action on the application. If approved up to and including the President, the application will be submitted to the Board by the President for final action. In the event that the application is turned down by Dean, appropriate Vice President or President in two (2) consecutive years, the application in the third (3rd) year, if made, shall be submitted at the discretion of the applicant to the Board regardless of the action taken at lower levels. In this event the Board shall be presented with the previous applications for leave and past negative and/or positive recommendations made pursuant to said applications.

31-7.6 Written application for sabbatical leave shall be filed with the appropriate Dean not later than April 15, previous to the year for which the leave is requested.

31-7.7 The granting of sabbatical leave shall not be in any sense automatic, but the Board will consider the advantage to the applicant as a scholar and teacher to be expected from such leave, and the consequent advantage through his service to the College. When granting sabbatical leave, the following terms shall be considered:

31-7.7a The extent of the applicant's previous study, growth, contributions and successful service during the six (6) years or ten (10) years, whichever is applicable.

31-7.7b The length of service at Essex County College.

31-7.7c Availability of substitute staff and the needs of the College.

31-7.7d The order in which applications are received as determined by postmark or Dean's date stamp, whichever is earlier.

31-7.8 The sabbatical leave shall be for a period not to exceed one (1) semester or sixteen (16) consecutive weeks, at full pay, or two (2) semesters or thirty-two (32) consecutive weeks, at one-half (1/2) pay. For non-teaching faculty, a half (1/2) year sabbatical shall be twenty (20) weeks, and a full year, forty (40) weeks, inclusive of closings.

31-7.9 The Board agrees to request the appropriate retirement system to credit the period of the sabbatical leave as service for retirement purposes. The period of the sabbatical leave shall be credited for increment purposes.

31-7.10 The full-time faculty members upon returning from sabbatical leave shall submit such reports as may be requested by his Division Chairperson.

31-7.11 The decision with respect to the granting or refusal to grant sabbatical leave shall be a matter wholly within the discretion of the Board and/or its duly designated agents, and such decision shall not be subject to the grievance and arbitration procedures of this contract, except where the procedures stated in this article are violated.

31-8 TERMINAL SABBATICAL: A faculty member may apply at any time for a terminal sabbatical at one-half (1/2) pay, as follows: below the age of sixty (60), three (3) years; between sixty (60) and sixty-five (65), two (2) years; and over sixty-five (65), one (1) year. The faculty member's age at the effective date of the sabbatical is controlling.

31-8.1 Application shall be made to the appropriate Dean, who will append his recommendation and forward the application to the appropriate Vice President, who will append his recommendations and forward it to the President. The President will make his recommendation to the Board of Trustees. The Board may exercise its discretion whether or not to approve the leave and the length of said leave. However, it will not be arbitrary or capricious in making the determination.

31-8.2 If the faculty member agrees to and is granted terminal leave he/she will be required to execute an agreement that he/she understands and agrees that the terminal leave is non-cancellable and it is subject to simultaneous acceptance by the Board of the faculty member's written resignation and approval by the Board of the leave. The employee shall also agree that all employment shall terminate at the conclusion of said leave.

31-9 RESERVE TRAINING LEAVE: If a member of the negotiating unit is called for reserve training as a member of any U.S. Armed Forces or national guard reserve unit, he shall be granted leave as provided by law. If possible, written notice should be given at least one (1) semester in advance so that suitable arrangements can be made for the absence, such written notice to be given to the appropriate Dean and Division Chairperson. This leave is in addition to earned vacation, and the College will pay the difference between what is received for reserve training and normal pay for the period served.

31-10 PROFESSIONAL MEETINGS AND CONVENTIONS: All members of the negotiating unit shall be eligible for up to five (5) days leave with pay to attend professional meetings and/or conventions provided that at least two (2) weeks notice is given to, and approval given by, the appropriate Division Chairperson, and the faculty member finds a substitute to replace him in class.

31-11 RETENTION OF FACULTY BENEFITS: Any faculty member on a paid leave of absence, including sabbaticals, shall retain all insurance and pension benefits without exception during the period of said leave to the extent allowed by applicable law.

31-12 CLASS COVERAGE RESPONSIBILITY: When a faculty member is absent from class for any reason, he shall make every effort to find a suitable substitute or make other acceptable arrangements in consultation with the Division Chair.

Such coverage shall be deemed professional courtesy by the faculty member or members involved and no compensation shall be rendered unless such instructional time exceeds three hundred (300) minutes in a semester or session.

In the event that a volunteer is not available, a faculty member shall be assigned by the Division Chairperson to fill in for such absence. Every effort will be made to make such assignments equitably. Coverage exceeding three hundred (300) minutes in a semester or session shall be compensated at the proportional overload rate. In the event that a faculty member teaches more than ninety percent (90%) of the course, the faculty member shall be compensated as if this were a regularly scheduled course.

31-13 DISCRETIONARY SABBATICAL: The College shall have discretion to grant sabbatical leaves outside of the provisions of Article 31-7 of this Agreement, for a full year at half (1/2) pay or one-half (1/2) year at a quarter (1/4) pay.

31-13.1 Half (1/2) year would be equivalent to fifteen (15) credits in one (1) semester. Full year would be equivalent to thirty (30) credits over two (2) semesters.

31-13.2 A discretionary leave shall take place where the faculty member agrees to said leave and where the granting of the leave, which shall be solely at the discretion of the College, would result in actual savings to the College in the amount of salary paid out.

31-13.3 Written application for discretionary sabbatical leave shall be made directly to the appropriate Vice President, who shall make his recommendation to the Presdient. The final decision shall be made by the Board of Trustees.

31-13.4 The granting of discretionary sabbatical leave shall not prejudice the consideration of application for future sabbatical leave.

31-13.5 All benefits and seniority rights which would normally continue under a normal sabbatical shall be continued during the term of the discretionary sabbatical leave.

31-13.6 The agreement shall include the starting and ending dates of the leave, and the actual salary to be received for the period of the leave.

31-13.7 This grant of discretionary sabbatical leave and its terms shall be excluded from the grievance and arbitration provisions of this agreement, and 31-13 through 31-13.7 represents the complete understanding of the parties with respect to Discretionary Sabbaticals.

Article Thirty-two

UNPAID LEAVES OF ABSENCE

32-1 ADVANCED STUDY: A leave of absence without pay of up to two (2) years may be granted to any tenured member of the negotiating unit upon application for the purpose of advanced study providing that said member agrees to return to the College for at least two (2) years. The Board may accept or reject any application for leave or extend such leave beyond the two (2) year limit. Any tenured faculty member who returns to faculty status, shall resume all rights and privileges that he would have had if he had continued in the faculty status without interruption and shall be placed on the step on the salary guide that he would have been on had he continued in faculty status without interruption. Where the doctor's degree results from such a leave, the individual's position on the salary schedule may be negotiated. All fringe benefits shall cease during such leave except where statute law mandates continuance.

Application shall be made to the appropriate Dean through the Division Chairperson. The appropriate Dean will make his recommendation to the appropriate Vice President. The recommendation of the appropriate Vice President shall be appended and the application shall be transmitted through the President, who will make his recommendation to the Board for final action.

The full-time faculty member involved, upon returning from Advanced Study Leave, shall submit such reports as may be requested by his/her Department/Division Chairperson and/or appropriate Dean.

If the leave is used for other than the stated purpose, the faculty member may be considered in violation of his contract with the College. If the leave is used for other than the stated purpose, this fact shall be reported immediately to the College for its appropriate action.

32-2 EXCHANGE TEACHING: A leave of absence up to two (2) years may be granted to any tenured faculty member

upon application for the purpose of participating in exchange teaching programs in this or other states, territories or countries or a cultural program related to his professional responsibilities. The Board may grant or deny any application for leave or may extend such leave beyond the two (2) year period. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have been had he continued in the College during such period. Arrangements for the continuation of fringe benefits shall be made at the time of the "exchange".

Application shall be made to the appropriate Dean through the Division Chairperson. The appropriate Dean will make his recommendation to the appropriate Vice President. The recommendation of the appropriate Vice President shall be appended and the application shall be transmitted through the President, who will make his recommendation to the Board for final action.

The full-time faculty member involved upon returning from exchange teaching shall submit such reports as may be requested by his/her Division Chairperson and/or appropriate Dean.

If the leave is not used for the stated purpose, the faculty member may be considered in violation of his contract with the

College. If the leave is used for other than the stated purpose, this fact shall be reported immediately to the College for its appropriate action.

32-3 MILITARY LEAVE: A member of the negotiating unit will be given military leave without pay if he/she enlists, is drafted, or ordered to active duty in the United States Armed Forces. All fringe benefits shall cease during such leave except where statute law mandates continuance. If he desires to return to Essex County College, he/she must give at least sixty (60) days notice, prior to the expiration of his military leave of his/her intention to return to work. The notice must be in writing and sent to the appropriate Dean and Division Chairperson. All provisions of State and Federal Law dealing with military training in the Armed Forces of the United States will apply.

32-4 SERVICE IN PROFESSIONAL ORGANIZATIONS: A leave of absence of up to two (2) years may be granted (or denied) by the Board to any tenured member of the the negotiating unit upon application for the purpose of serving as an officer in any professional association or on its staff provided that said member agrees to return to the College for at least two (2) years. All fringe benefits shall cease during such leaves, except where statute law mandates continuance. Upon return from such leave

the member of the negotiating unit shall be placed on the same step on the salary schedule that he occupied at the time the leave began. However, in exceptional cases the Board may at its discretion renegotiate the individual's position on the salary schedule.

Application shall be made to the appropriate Dean through the Division Chairperson. The Dean will make his recommendation to the appropriate Vice President. The recommendation of the appropriate Vice President shall be appended and the application shall be transmitted through the President, who shall recommend to the Board for final action.

The full-time faculty member involved upon returning from such service shall submit such reports as may be requested by his/her Division Chairperson and/or appropriate Dean.

If the leave is not used for the stated purpose, the faculty member may be considered in violation of his contract with the College. If the leave is used for other than the stated purpose, this fact shall be reported immediately to the College for its appropriate action.

32-5 MEMBERSHIP IN PROFESSIONAL ASSOCIATION: Membership in professional associations by members of the negotiating unit shall be paid for by the College provided that the total fees for such memberships do not exceed twenty-five dollars ($25.00) and that approval for such payment is given by the appropriate Dean. Application shall be made through the Division Chairperson.

32-6 SERVICE IN PUBLIC OFFICE: A tenured faculty member who is elected or appointed to a public office which requires his absence from duty with the College for an extended period of time may be granted (or denied) by the Board, a political leave of absence for a period equal to the first (1st) term in office. Upon his return he shall be placed at the same step on the salary schedule that he occupied at the time the leave began. All fringe benefits shall cease during such leave except where statute law mandates continuance. A leave of absence for one (1) semester without pay may be granted (or denied) by the Board, to any tenured member of the negotiating unit, upon application, for the purpose of running for public office. All fringe benefits shall cease during such leave except where statute law mandates continuance.

Application shall be made to the appropriate Dean through the Division Chairperson. The Dean will make his recommendation to the appropriate Vice President. The recommendation of the appropriate Vice President

shall be appended and the application shall be transmitted through the President, who shall recommend to the Board for final action.

The full-time faculty member involved upon returning from such service shall submit such reports as may be requested by his/her Division Chairperson and/or appropriate Dean.

If the leave is not used for the stated purpose, the faculty member may be considered in violation of his contract with the College. If the leave is used for other than the stated purpose, this fact shall be reported immediately to the College for its appropriate action.

32-7 MATERNITY LEAVE:

32-7.1 UNPAID LEAVE:

a) Maternity leave without pay will be granted for a period of up to one (1) year. If more than a twelve (12) month leave is needed, a request for an extension will be considered.

b) Employees who become pregnant shall within three (3) months notify the Personnel Office in writing. The notification shall include a doctor's certificate giving the anticipated date of birth.

c) Leave will be granted upon written

application at least one (1) month in advance of such leave.

d) During the period of the leave all fringe benefits shall cease except where statute law mandates continuance. There will be no loss of accrued benefits during the leave.

e) The employee shall have the option of returning at the beginning of a new semester provided that a replacement can be found for the period of time she will be on leave. Counselors and Librarians may return at any time provided that a replacement can be found for the period of time the individual Counselor or Librarian will be on leave. In either case if no qualified replacement can be found to serve for a fraction of a year, the employee may be required to take a full year leave. In all cases, the member of the unit shall notify the Personnel Office in writing at least two (2) months prior to the stated leave termination date as to whether she plans to return or resign. Failure to do so shall result in waiver of the right to return. Prior to her return, she must produce a certificate from her physician to the effect that she is physically fit and ready to commence working.

f) If the employee returns within six (6) months, she will be placed on the step she would have received had she not taken leave.

32-7.2 DISABILITY LEAVE FOR PREGNANCY: a) Those employees who become pregnant and who desire to work until the point of disability shall notify the Personnel Office in writing. The notification shall incude a doctor's certificate giving the anticipated date of birth.

b) By the end of the fifth (5th) month of pregnancy, such employees who wish to continue working to the point of disability shall provide the Personnel Office with a statement from their attending physician certifying the expected date of delivery, their physical ability to continue working, and the date up to which they will be physically able to continue working in the opinion of the physician. Employees will be permitted to work as long as their doctor certifies that they are physically able to do so and so long as they satisfactorily perform their assigned responsibilities. The College reserves the right to have the employee examined by a College designated physician.

c) This disability leave shall be for a period of up to two (2) months or to the end of the disability whichever is shorter. The leave may be extended upon written request to the Personnel Office with proof of continued physical disability. Employees who request such extended leave will be required to submit a doctor's certificate of continued disability for each month that the leave is extended. Accumulated sick leave may be used during any period of disability.

d) An employee who indicates a desire to return to her employment on or before the expiration date of her disability leave shall be reinstated to her former position or to a position of like status and pay without loss of benefits or service credit provided that she gives reasonable notice (of at least three [3] weeks duration) to the Personnel Office of her intention to return and provides a certificate from her physician to the effect that she is physically fit and ready to commence working. Failure to give such notice shall result in the waiver of a right to return. The Board may require independent examination by a physician.

32-8 CONTINUATION OF BENEFITS DURING UNPAID LEAVES: All statutory provisions concerning continued participation in the benefit programs provided by the Teacher's Pension and Annuity Fund (TPAF); Public Employees Retirement System (PERS); or TIAA-CREF during unpaid leaves of absence as defined in this article shall be applicable.

32-9 EMERGENCY LEAVE: An emergency leave of absence without pay for up to one (1) year may be granted to any member of the negotiating unit upon application for an emergency purpose. The Board may accept or reject any application for such leave. Upon his/her return, the member shall be placed at the appropriate step on the salary schedule. The faculty member will not earn step credit for time on leave that exceeds one-half (1/2) of that individual's contract year. All fringe benefits shall cease during such leave except where statute law mandates continuance.

Application shall be made to the appropriate Dean through the Division Chairperson. The Dean will make his recommendation to the appropriate Vice President. The recommendation of the appropriate Vice President shall be appended and the application shall be transmitted through the President, who shall recommend to the Board for final action.

Article Thirty-three

TUITION REMISSION/REIMBURSEMENT

33-1 For a member of the unit, his spouse, or unmarried child who is accepted at Essex County College for enrollment in the academic program, the College shall grant full tuition remission.

33-2 Members of the negotiating unit, who are accepted to another accredited institution of higher education, shall be eligible to receive tuition reimbursement up to a maximum of eighteen (18) credit hours for the year, up to the N.J. State University rate or three-quarters (3/4), whichever is greater. Faculty members who are on sabbatical for full time study may receive tuition reimbursement for up to thirty (30) credit hours at the above described rate. Members of the unit may receive up to three-quarters (3/4) of the cost (i.e., reimbursement up to a maximum of three hundred and twenty-five dollars [$325.00]) for a program or course of skill training at other than an accredited institution of higher education. In order to be eligible to receive such reimbursement, the following pre-conditions must be met in all cases:

1. That within the discretion of the appropriate Dean the course(s) or program taken is relevant to the individual's position at the College, or the individual is involved in a degree program that is deemed by the appropriate Dean to be relevant.

2. Should tuition reimbursement be denied by the appropriate Dean, the individual may request that the Division Policies and Procedures Committee review his request and formulate a recommendation. The faculty member may then request a review by the Board. The recommendation of the Division Policies and Procedures Committee shall be forwarded to the Board for consideration. The Board's decision shall be final and binding.

33-3 In order to obtain reimbursement, the member of the negotiating unit must submit an official receipt of tuition paid. Application shall not be made before the completion of at least two (2) months of course work. At the time of reimbursement, the individual shall certify that he/she is at that time enrolled in the course and intends to remain enrolled. Such payment shall be made within a reasonable period of time by the institution. Subsequent to the completion of the course, the individual must submit an official transcript indicating that the course(s) has been successfully completed. Should the individual fail to successfully complete the course(s) and/or fail to provide the official transcript, the individual shall reimburse the College for all monies paid pursuant to this section.

33-4 Tuition reimbursement may be granted by the College for audited courses provided prior approval by the appropriate Dean has been received. The Dean's decision shall be final and binding.

Article Thirty-four

PROFESSIONAL IMPROVEMENT

34-1 Faculty schedules are to be arranged wherever possible to allow faculty members to attend classes at other institutions of higher education and/or to facilitate course preparation.

Article Thirty-five

INSURANCE AND PENSION PROGRAM

35-1 GROUP LIFE INSURANCE, PENSION AND HEALTH BENEFITS: All members of the unit shall receive group life insurance, pension benefits, health insurance (Blue Cross, with Rider J, Blue Shield, and Major Medical), and all other benefits as provided under the laws of the State of New Jersey. The Board shall continue to pay for such coverage either fully or partially as the law provides.

35-2 DENTAL PLAN: The College agrees to provide a dental plan comparable to the plan presently provided to the faculty, with full family coverage. The parties recognize that some slight variation in the coverage, however, may be necessary. Any subsequent change in the plan offered shall be at the sole discretion of the College, so long as benefit levels remain substantially the same. Such plan shall be provided at no cost to the faculty member.

35-2.1 The Dental Plan shall be improved by a minimum cost of one hundred dollars ($100) per employee to be effectuated upon expiration of the existing insurance carrier contract.

35-3 GROUP HEALTH BENEFITS: The Board shall maintain its policy of providing without cost to the member of the negotiating unit full family coverage in the Hospital Service Plan of New Jersey (Blue Cross), including Rider J, the Medical Surgical Plan of New Jersey (Blue Shield), and Major Medical, under the New Jersey State Health Benefits Plan.

35-4 RETIREMENT HEALTH BENEFITS: The College agrees to implement the provisions of Chapter 88, Laws of 1974, which provide after retirement State Health Benefits plan coverage to any qualified retiree, when present employees agree to fully fund qualified retiree coverage.

The coverage will take effect when present employees provide sufficient monies to fully fund Chapter 88 premium costs.

35-5 LONG TERM DISABILITY: For those members of the negotiating unit currently enrolled in the TPAF and PERS programs, the Board of Trustees agrees that it will provide long-term disability coverage through an insurance carrier equal to that provided under TIAA until the participant in TPAF/PERS is eligible for the long-term disability benefits provided under the TPAF/-PERS programs. Said program will be implemented, provided that said program is not contrary to State Law. In addition, the Treasurer of the Faculty Association will be consulted in regard to implementtion of this program. The date at which benefits are granted by the carrier is to be the date of termination of sick bank benefits.

35-6 The College agrees to implement an SRA deduction, which meets legal requirements, for any faculty member requesting such deduction, and will forward said funds to the approved carrier(s). Upon request of the Faculty Association, the College will designate representatives to work cooperatively with the Faculty Association to establish necesary implementation procedures.

Article Thirty-six

CONTRACT, DISMISSALS AND EVALUATIONS

36-1 CONTRACTS

36-1.1 Annual contracts for non-tenured faculty shall be issued by April 30th of each calendar year.

36-1.2 Said contracts are to be signed and returned to the Board of Trustees by May 15th of each calendar year.

36-1.3 The granting of tenure shall be consistent with the laws of the State of New Jersey.

36-1.4 Each tenured member of the unit shall receive a statement each year indicating the base salary that he shall receive for that year.

36-1.5 Contracts may be terminated at any time by mutual agreement between the member concerned and the Board.

36-1.6 Notice of non-renewal will be issued by April 5th for faculty members in their first (1st), second (2nd), third (3rd) or fourth (4th) year of service, and January 15th for those faculty in their fifth (5th) year of service.

TENURED FACILTY: NON-RETENTION

36-2 Discharge procedure for all tenured members of the unit shall conform to the provisions of NJSA 18:A-6-18.

Article Thirty-seven

EVALUATION OF FACULTY FOR RETENTION, NON-RETENTION, TENURE AND PROMOTION

37-1 Evaluation of faculty shall be used for the purpose of improving instruction and aiding in determining whether a faculty member shall be retained and/or promoted. To this end, therefore, evaluations will take into consideration the faculty member's performance for his entire length of service at the College. Reference will be made to previous existing evaluations and of the growth exhibited by the faculty member for his length of service at the College. Effective teaching should be the most important element but other factors, such as professional development, community service, additional contributions to the College, and contributions to professional organizations will be considered.

Teaching observations must be based on observable instructional acts. Where deficiencies are found, there will be suggestions for improvement on all evaluation forms, and followup observations should be arranged for the purpose of noting improvement. All observations and evaluations must be reduced to writing.

37-2 EVALUATION OF NON-TENURED FACULTY:

37-2.1 Every non-tenured faculty member shall be evaluated annually.

This evaluation shall include the following elements:

1. Division Chairperson's (or designee's) Class Observations
2. Peer Class Observations
3. Student Evaluations
4. Self-Evaluation

5. Division Chairperson's (or designee's) Evaluation and Recommendation
6. Divisional Committee's Evaluation and Recommendation. (The Committee shall include members of the evaluatee's discipline when possible.)

37-2.2 Division Chairperson's (or designee's) Class Observations:

37-2.2a For faculty members who are in their first (1st), second (2nd), third (3rd), or fourth (4th) year of service, the Division Chairperson (or designee) shall conduct class observation(s) by October 15 and January 30. This observation(s) shall be completed on Form A, Appendix "F". A copy of the observation shall be given to the faculty member observed.

37-2.2b For faculty members who are in their fifth (5th) year of service, the Division Chairperson (or designee) shall conduct class observation(s) by October 15. This observation(s) shall be completed on Form A, Appendix "F". A copy of the observation(s) shall be given to the faculty member observed.

37-2.3 Peer Class Observations:

A peer is defined as another faculty member, and if possible, one who has at least two (2) years teaching experience at the College and has previously taught the same or similar course. The peer shall be selected by the Division Evaluation Committee.

37-2.3a For faculty members who are in their first (1st), second (2nd), third (3rd), or fourth (4th) year of service, the selected peer shall conduct class observation(s) by October 15 and January 30. This observation(s) shall be completed on Form B, Appendix "F". A copy of each observation shall be given to the faculty member observed and to the Chairperson.

37-2.3b For faculty members who are in their fifth (5th) year of service, the selected peer shall conduct class observtion(s) by October 15. This observation(s) shall be completed on Form B, Appendix "F". A copy of each observation shall be given to the faculty member observed and to the Division Chairperson.

37-2.4 Student Evaluations: Every faculty member will be evaluated by his students at least once a year. The student evaluation shall be conducted in each section being taught by the faculty member by November 1.

The faculty member's peer, as selected by the Division Evaluation Committee, shall be responsible for distributing and collecting the forms (Form E, Appendix "F"), and

summarizing the results to be forwarded to the faculty member evaluated and to the Division Chairperson.

The original student evaluations will be returned to the faculty member evaluated, and it shall be his responsibility to retain them on file for one (1) year at the College and to make them available to the Division Chairperson and appropriate administrator upon request.

37-2.5 Self-Evaluation:

37-2.5a Each faculty member in his first (1st), second (2nd), third (3rd), or fourth (4th) year of service will prepare a Self-Evaluation by February 5 each year. The Self-Evaluation will be completed on Form C, Appendix "F" and forwarded to the Division Chairperson.

37-2.5b Faculty members in their fifth (5th) year of service will prepare a Self-Evaluation by November 5. The Self-Evaluation will be completed on Form C, Appendix "F" and forwarded to the Division Chairperson.

37-2.6 Division Chairperson's (or designee's) Evaluation and Recommendation:

37-2.6a For faculty members who are in their first (1st), second (2nd), third (3rd), or fourth (4th) year of service, the Division

Chairperson's Evaluation and Recommendation shall be completed by February 10 each year and presented on Form A, Appendix "F". Copies of this evaluation shall be given to the faculty member and the Dean or other appropriate administrator. There will be suggestions for improvement on all Chairperson's evaluations and comments on past suggestions will be noted.

37-2.6b For faculty members who are in their fifth (5th) year of service, the Division Chairperson's Evaluation and Recommendation shall be completed by November 15 and presented on Form A, Appendix "F". Copies of this evaluation shall be given to the faculty member and the Dean or other appropriate administrator.

37-2.7 Division Evaluation Committee:

37-2.7a Composition:
The faculty of each Division will elect members of the Division Evaluation Committee to service a two (2) year term. The Committee shall consist of a minimum of three (3) and a maximum of seven (7) members. Wherever possible, the membership of the Committee should be representative of the various disciplines taught in the Division. The members of the Committee will be tenured wherever possible.

The Committee will select one (1) of its

elected members as Chairperson of the Committee.

The Division Chairperson will serve as a non-voting member of the Committee.

37-2.7b Purpose:

The responsibilities of the Division Evaluation Committee shall be:

1. To select faculty peers who will conduct class observations.
2. To select faculty peers who will administer and summarize student evaluations.
3. Wherever possible, faculty members chosen to serve as peers will not be members of the Division Evaluation Committee.
4. To suggest improvements, comment on previous year's suggestions for improvement.
5. To conduct independent classroom observation(s) where it deems it necessary. If such a classroom observation is conducted, it shall be presented on Form B, Appendix "F" for the Committee's consideration.
6. To prepare a summary and recommendation (on Form D, Appendix "F"), based on the following elements:

a) Division Chairperson's (or designee's) Class Observation(s);

b) Peer Class Observation(s);

c) Student Evaluation(s);

d) Self-Evaluation; and

e) Other previous existing written evaluation, observations and/or assessments in the faculty member's evaluation file.

7. To recommend the faculty member for retention (non-retention), tenure, or promotion (on Form D, Appendix "F") and forward this recommendation to the Division Chairperson who shall forward it together with Form A to the appropriate Dean or other administrator. A copy of Form D shall be given to the faculty member upon request.

37-2.7c For faculty members who are in their first (1st), second (2nd), third (3rd), or fourth (4th) year of service, the Divisional Evaluation Committee shall conclude its summary and recommendation by February 15 each year.

37-2.7d For faculty members who are in their fifth (5th) year of service, the Divisional Evaluation Committee shall conclude its summary and recommendation by November 20.

37-3 Two separate recommendations for retention (non-retention), tenure, or promotion, one (1) from the Divisional Chairperson on Form A, the other from Divisional Evaluation Committee on Form D, will be forwarded to the appropriate Dean, who will review the recommendations of the Divisional Chairperson and the Divisional Evaluation Committee, and append his comments and recommendations.

37-3.1 For faculty members who are in their first (1st), second (2nd), third (3rd), or fourth (4th) year of service, the appropriate Dean or other appropriate administrator will forward the evaluation packet to the appropriate Vice President by February 25 each year.

37-3.2 For faculty members who are in their fifth (5th) year of service, the appropriate administrator will forward the evaluation packet to the Vice President by November 25.

37-4 The Vice President shall review the evaluation packet submitted by the appropriate Dean or other appropriate administrator and append his comments and recommendation to the packet.

37-4.1 For faculty members in their first (1st), second (2nd), third (3rd), or fourth (4th) year of service, the Vice President shall forward the evaluation packet to the President's Office by March 5 of each year.

37-4.2 For faculty members in their fifth (5th) year of service, the Vice President shall forward the evaluation packet to the President's Office by December 5 of each year.

37-5 The President will review the evaluation packets submitted to him and shall make his recommendations to the Board of Trustees for fifth (5th) year faculty members by January 5th of each year; for all non-tenured faculty members the President's recommendations will be made by March 15th of each year. The complete evaluation packet will be available for Board review upon request of the Board.

37-6 Final action on retention (non-retention), tenure, or promotion rests with the Board of Trustees. For faculty in their fifth (5th) year of service, non-renewal notices will be sent by January 15; for all other faculty in their first (1st), second (2nd), third (3rd) or fourth (4th) year of service, non-renewal notices will be sent by April 5 of each year.

37-7 Evaluation of Tenured Faculty:

37-7.1 Every three (3) years, an evaluation of tenured faculty members shall be conducted within each Division, coordinated by the Division Chairperson.

37-7.2a This evaluation shall consist of the following elements:

1) Self-Evaluation (Form C)

2) Student Evaluation (Form E)

3) Division Chairperson's Evaluation (Form A)

37-7.2b At the option of either the Division Chair or the faculty member, the evaluation may also include:

1) Division Chairperson's (or designee's) Class Observation (Form B), and/or

2) Peer Class Observation (Form B)

37-7.2c Division Chairperson's Class Observation will be presented on Form B, Appendix "F" by December 10.

37-7.2d Peer Class Observation will be presented on Form B, Appendix "F" by December 10.

37-7.2e Faculty Self-Evaluation will be presented on Form C, Appendix "F" by February 5.

37-7.2f Division Chairperson's Evaluation will be completed by February 15 and submitted on Form A, Appendix "F".

37-8 A Student Evaluation will be conducted once a year, by November 1, in all sections being taught by the tenured faculty member. Such student evaluation shall conform to the provisions of Article 37-2.4.

37-9 The Divisional Evaluation Committee will not consider the evaluations and/or observations of a tenured faculty member unless the faculty member has applied for promotion.

37-10 General Evaluation Provision:

37-10.1 The provisions of this Article shall not preclude more frequent observations and/or evaluations, when deemed necessary, by an approprite administrator. Upon request of a tenured faculty member an annual comprehensive evaluation may be made. In addition, the tenured faculty member may request one additional teaching observation per year.

37-10.2 At their discretion, the appropriate Academic Deans may make independent teaching observations and assessments and request meetings with faculty members. In such instances the administrator shall give written notice of his intention to observe within thirty (30) days of said notice.

37-10.3 Within the Division of Community and Continuing Education, the above provision shall apply to the Associate Dean and Dean.

37-10.4 In the Student Affairs Area, the provisions of Article 37 shall apply to the Dean of Student Affairs and designated representatives.

37-10.5 Where a faculty member has a released time assignment, the appropriate administrator will submit a statement in writing to the Divisional Evaluation Committee concerning the performance of the faculty member. Where feasible, such statement shall be submitted prior to the time limits of 37-2.7c and 37-2.7d where applicable.

37-10.6 Copies of all observations and assessments conducted under Article 37-10, shall be forwarded to the faculty observed, to the Division Chairperson, and may be made a part of the evaluation file. Where feasible, such observations or assessments shall be submitted to the Division Evaluation Committee for its review.

37-10.7.1 In the Learning Resources Area those functions performed by the Division Chairperson in the Academic Divisions under the evaluation procedure shall be performed by the Director of Library. The Director shall complete Form A, Appendix "G" for all Librarians.

37-10.7.2 For the Counseling unit those functions performed by the Division and Department Chair under the evaluation procedure shall be performed by the Head Counselor. The Head Counselor shall complete Form B, Appendix "H" for all Counselors in this unit.

Article Thirty-eight

PROMOTION PROCEDURE

38-1 All members of the academic community possessing academic rank and seeking promotion shall follow the identical process.

38-2 The College shall budget and allocate, as a minimum each year during the term of this contract, fifteen thousand dollars ($15,000) for the purpose of granting promotions.

This provision notwithstanding, nothing shall limit the Board's right to grant or deny said promotions as provided herein.

38-3 The requirements for academic rank contained in Article 12 shall define the minimal requirements for promotion as of the date of application.

38-4 Written application for promotion shall be submitted to the Chairperson of the Divisional Evaluation Committee or its equivalent on or before October 15 each year.

38-5 The Divisional Evaluation Committee or its equivalent shall review credentials, supporting documents and interview each candidate. The committee will make its recommendations for promotion ordered within rank, following the format established by the College Promotion Committee.

38-6 The Chairperson of the Divisional Evaluation Committee or its equivalent shall forward all the recommendations to the College Promotion Committee on or before December 1.

38-6.1 The Chairperson of the Divisional Evaluation Committee shall notify the individual of the results of the evaluation and the applicant shall have seven (7) days to make a written request that his application be withdrawn from further consideration.

38-7 The College Promotion Committee shall be comprised as follows:

A. all members must be tenured;

B. term of service to be three (3) years on a rotating basis except for those members serving because of positions;

C. Dean of Academic Affairs to be Chairperson of the Committee in a non-voting capacity;

D. the voting membership of the committee shall be:

1. six (6) elected faculty members by division or its equivalent;
2. two (2) full professors elected at large from the academic community;
3. five (5) Divisional Chairpersons;

4. one (1) administrator;

5. one (1) appointment by the President of the College.

38-7.1 The Faculty Assocition shall be responsible for the election of the six (6) divisional or equivalent representatives.

38-7.2 The Dean of Academic Affairs shall be responsible for the election of the two (2) full professors.

38-7.3 Membership on the committee disqualifies the individual for consideration for promotion for the term of service.

38-7.4 An individual serving on the committee by virtue of position is disqualified from service on the committee in the year of application and the following year. His replacement shall be determined by the Dean of Academic Affairs.

38-8 The College Promotion Committee shall review documents and interview the candidates. The committee shall make its recommendations to the President of the College, ordered within rank, on or before April 15.

38-8.1 The College Promotion Committee shall notify the individual of the results of the evaluation and the applicant shall have seven (7) days to make a written request that his application be withdrawn from further consideration.

38-9 The President shall make his recommendations for promotion to the Board of Trustees for consideration at the June meeting. Candidates for promotion not recommended to the Board of Trustees shall be notified seven (7) days preceding the Board meeting.

38-10 An individual may not apply for promotion within three (3) years of the effective date of his last promotion.

38-11 Under exceptional circumstances the Board of Trustees may waive the minimal educational requirements for the rank of full professor, for an individual who has consistently made outstanding contributions to the College.

38-12 In all cases the final action on promotions shall rest with the Board of Trustees. The denial of promotion by the Committee, the President or Board of Trustees shall not be arbitrable. However, nothing herein shall limit a person's rights under the laws of the United States or the Constitution of the State of New Jersey.

38-13 PROMOTION SALARY COMPUTATION: Any faculty member who is promoted in academic rank shall have his/her promotion salary determined as follows:

(1) Find present salary on the current schedule for the individual's present rank.

(2) On the same annual schedule, find the equivalent, or if it does not exist, find the next higher dollar amount for the rank to which the person is being promoted. Determine what step that dollar amount represents on the current year schedule, at the new rank.

(3) On the next year's schedule, go to the promoted rank at the step determined in (2) above.

(4) In the column and placement determined in (3), go down one step for increment and one step for promotion. The dollar figure thus determined is the new salary.

Article Thirty-nine
PUBLICATION OF AGREEMENT

39-1 The cost of publication of this Agreement will be shared by the two (2) parties in an equal amount. Printing specifications and the printer shall be agreed to by the parties.

Article Forty
NEGOTIATION OF SUCCESSOR AGREEMENT

40-1 The provision of this Agreement shall continue in effect until such time as either party shall give written notice to the

other before September 15 of the calendar year preceding the calendar year in which this Agreement expires of its desire to modify, amend, or supplement the terms of this Agreement. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all members of the unit, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and ratified by the Association membership.

40-2 The Board agrees to inform the Association by furnishing the Association with a copy of the minutes of the public Board of Trustees' meetings and all addenda, whenever state or federal funds in addition to and/or in excess of those amounts previously anticipated for the fiscal year, are received by the College.

40-3 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article Forty-one
SALARIES

41-1 Salaries of all faculty covered by this Agreement are set forth in Appendices A, B and C.

41-2 Members of the unit are to be placed on the 1984-85, 1985-86 and 1986-87 salary schedules respectively in the following manner;

41-2.1 From: Present step on current 1983-84 salary schedule,
To: Next step on 84-85 salary schedule, as reflected in Appendix A.

41-2.2 From: Present step on 84-85 salary schedule,
To: Next step on 85-86 salary schedule, as reflected in Appendix B.

41-2.3 From: Present step on 85-86 salary schedule,
To: Next step on 86-87 salary schedule, as reflected in Appendix C.

41-2.4 The Lab Assistants shall advance an extra step in 1984-85.

41-3 OVERLOAD: Overload shall be paid at the rate of two hundred and seventy-five dollars ($275) per contact hour. The institution will endeavor to keep overload to a minimum and no faculty member should depend on overload assignments on a regular basis.

41-4.1 In no event will an individual be paid more than the maximum scheduled salary for the rank to which he/she is promoted, regardless of the above procedure for determining promotional salary.

Article Forty-two

RESOLUTION OF DISPUTES

42-1 The Association affirms that for the duration of this Agreement, it shall attempt to resolve any and all disputes with the Board in a peaceful and lawful manner, availing itself of all procedures for the peaceful resolution of disputes as provided in Chapter 123, P.L. 1974, as amended.

Article Forty-three

DURATION OF AGREEMENT

43-1 This Agreement shall be effective as of September 1, 1984 and shall continue in effect until midnight August 31, 1987, and its provisions shall continue thereafter subject to the Association's and the Board's right to negotiate over a Successor Agreement as provided in Article 40.

43-2 In witness whereof the Board and the Association have caused this Agreement to be signed as of the 4th day of September, 1984, as indicated below and the Board shall place its corporate seal hereon.

ESSEX COUNTY COLLEGE
FACULTY ASSOCIATION

BY Charles A. Larkin

BY

BY Michael E. Frank

BOARD OF TRUSTEES OF
ESSEX COUNTY COLLEGE

BY Clara Dasher

BY

BY

Appendix "A"

ESSEX COUNTY COLLEGE SALARY SCHEDULE — 1984/85

Step	Lab Assistant	Lecturer	Instructor	Assistant Professor	Associate Professor	Professor
1	$11,362	$13,631	$13,631	$15,139	$18,172	$24,077
2	11,690	14,024	14,024	15,576	18,696	24,772
3	12,197	14,631	14,631	16,250	19,505	25,845
4	13,190	15,948	15,948	18,068	21,261	28,171
5	14,374	17,224	17,224	19,514	22,960	30,424
6	15,528	18,693	18,693	20,930	24,690	32,715
7	16,695	19,915	19,915	22,559	26,547	35,178
8	17,950	21,241	21,241	24,053	28,206	37,002
9	18,944	22,568	22,568	25,551	29,868	38,829
10	19,932	23,897	23,897	27,043	31,526	40,655
11	20,921	25,224	25,224	28,538	33,186	42,481
12	21,911	26,552	26,552	30,034	34,847	44,308
13	22,904	27,881	27,881	31,529	36,507	46,132
14	23,893	0	29,205	33,024	38,170	47,960
15	25,019	0	30,536	34,519	39,828	49,784
16	0	0	31,862	36,012	41,491	51,613
17	0	0	0	38,580	43,150	53,436

Appendix "C"

ESSEX COUNTY COLLEGE SALARY SCHEDULE — 1986/87

Step	Lab Assistant	Lecturer	Instructor	Assistant Professor	Associate Professor	Professor
1	$12,289	$14,743	$14,743	$16,375	$19,655	$26,042
2	12,643	15,168	15,168	16,847	20,222	26,793
3	13,008	15,606	15,606	17,333	20,805	27,565
4	13,384	16,056	16,056	17,833	21,405	28,361
5	13,965	16,751	16,751	18,605	22,331	29,590
6	15,101	18,258	18,258	20,685	24,341	32,253
7	16,457	19,720	19,720	22,343	26,287	34,833
8	17,778	21,402	21,402	23,963	28,267	37,455
9	19,114	22,801	22,801	25,828	30,393	40,275
10	20,551	24,319	24,319	27,539	32,293	42,363
11	21,689	25,838	25,838	29,254	34,196	44,455
12	22,820	27,360	27,360	30,962	36,094	46,546
13	23,952	28,879	28,879	32,674	37,995	48,637
14	25,086	30,400	30,400	34,386	39,896	50,729
15	26,222	31,921	31,921	36,098	41,796	52,816
16	27,356	0	33,436	37,810	43,701	54,909
17	28,644	0	35,076	39,520	45,599	56,998
18	0	0	36,478	41,230	47,503	59,092
19	0	0	0	44,171	49,403	61,179

Appendix "B"

ESSEX COUNTY COLLEGE SALARY SCHEDULE — 1985/86

Step	Lab Assistant	Lecturer	Instructor	Assistant Professor	Associate Professor	Professor
1	$11,816	$14,176	$14,176	$15,745	$18,899	$25,040
2	12,157	14,585	14,585	16,199	19,444	25,762
3	12,508	15,006	15,006	16,666	20,005	26,506
4	13,051	15,655	15,655	17,388	20,870	27,654
5	14,113	17,064	17,064	19,333	22,749	30,143
6	15,380	18,430	18,430	20,880	24,567	32,554
7	16,615	20,002	20,002	22,395	26,418	35,005
8	17,864	21,309	21,309	24,138	28,405	37,640
9	19,207	22,728	22,728	25,737	30,180	39,592
10	20,270	24,148	24,148	27,340	31,959	41,547
11	21,327	25,570	25,570	28,936	33,733	43,501
12	22,385	26,990	26,990	30,536	35,509	45,455
13	23,445	28,411	28,411	32,136	37,286	47,410
14	24,507	29,833	29,833	33,736	39,062	49,361
15	25,566	0	31,249	35,336	40,842	51,317
16	26,770	0	32,781	36,935	42,616	53,269
17	0	0	34,092	38,533	44,395	55,226
18	0	0	0	41,281	46,171	57,177

Appendix "D"

THIRTY CONTACT HOUR OPTION FORM

I (Print Name) ______________________, hereby exercise my option under the Faculty Association/Board of Trustees Agreement to limit my service during this academic year to thirty (30) contact hours. I understand that by so doing I forfeit my right to overload beyond thirty (30) hours, except as may be mutually acceptable to me and the Dean of Academic Affairs.

Further, I understand that my exercising of this option prohibits the College from mandatorily assigning me to Spring classes, except as provided in 14-6.

____
Date Signature of Faculty Member.

____
Date Signature of Dean
(Receipt Acknowledgment)

This form, signed by the faculty member, must be submitted to the Dean in duplicate, not later than September 30th of the current academic year. Proof of submission will be the Dean's signature. A copy will be given to the faculty member.

Appendix "E"

FACULTY SICK-BANK WITHDRAWAL REQUEST

Name ______________________

Date ______________________

Division/Department ______________________

Division/Department Chairperson ______________________

1. No. of Sick Leave Days Accrued to Date ______________________
2. Date of Exhaustion of Sick Leave Days ______________________
3. I hereby request withdrawal of __________ days Personal Sick Leave from the Sick Leave Bank
4. Approximate Date of Return ______________________
5. Nature of Illness or Disability (Attach physician's statement)

Approved by: ______________________

Association President ______________________

Date ______________________

President ______________________

Date ______________________

This form may be secured from the Personnel Department. Instructions for its processing may be found in Section 31-2 of the Faculty Contract.

Copies to: President of College
President of Association
Individual Faculty Member

Appendix "F"

ESSEX COUNTY COLLEGE
FORM "A"
CHAIRPERSON'S FACULTY EVALUATION FORM

FACULTY MEMBER'S NAME:

____
(Last) (First) (Middle)

PRESENT CLASSIFICATION:

____
(Rank) (Step)

____
(Academic Year) (Semester or Term)

____
(Chairperson's Signature) (Date)

Form "A"

Chairperson's Faculty Evaluation Form

This evaluation must be constructive. The person being evaluated should be made aware of both strengths and weaknesses, with the evaluation being thoroughly discussed before final submission. As a result of this assessment, the faculty member should have been helped to promote individual growth within the context of professional responsibilities. (1-5 should refer to the rated period.)

*Superior Good Satisfactory *Deficient N/A

1. Effectiveness as a teacher: ______________

Comments: ______________

____

____

*Superior Good Satisfactory *Deficient N/A

2. Contributions to the Discipline/Division: ______________

Comments: ______________

____

____

*Superior Good Satisfactory *Deficient N/A

3. Contributions to the College: ______________

Comments: ______________

____

____

*Superior Good Satisfactory *Deficient N/A

4. Contributions to Community Service (where applicable) ______________

Comments:

Superior Good Satisfactory *Deficient N/A

5. Scholarly or other contributions to professional organizations:

Comments:

6. Narrative overall evaluation (Other factors, besides the above, to consider: willing assumption of responsibilities, implementation of and adherence to College policies and procedures):

7. †RECOMMENDATION:

8. Comments of Instructor:

*Supportive and detailed explanation needed if this category is checked.

†In all cases, the final action for retention, non-retention, or promotion rests with the Board of Trustees.

Appendix "F"

Form "B"

Peer Observation of Classroom Teaching

TO THE OBSERVER

Before you enter the classroom, please be certain you have reviewed the criteria for classroom observation given below. Before you complete the final draft of your report, please be certain that these criteria have received appropriate consideration in your report

Criteria

1 Were the major objectives of the lesson made clear?
2. Does the instructor present the subject matter in a manner which stimulates student interest?
3. Does the instructor present the subject matter at a level appropriate to the course?
4. Do students show evidence of interest in the subject matter and illustrate knowledge of previously presented subject matter?
5. Does the instructor speak clearly and loudly enough to be understood by everyone in the class?
6. Does the instructor encourage critical thinking and analysis?
7. Does the instructor encourage student participation in class discussions or questioning?.
8. Is there positive rapport with the students in the class?
9. Is the class presentation well-planned and organized?
10. Are the media utilized (if any) pertinent to the subject matter being presented?
11. Is the class time well spent?
12. Does the instructor show evidence of mastery of subject?
13. Were follow-up class assignments made and were they made clear?

Faculty Member Observed ____________

Date of Observation ____ Length of Observation ____

Division/Department ________ Course ________

Observation By ____________

Distribution

Evaluatee
Chairperson
Dean

Faculty Member Observed ____________

Observer ____________

Specific comments directly related to criteria:

General comments

Observer ____________ Date ____

Faculty Member Observed* ____________ Date ____

*The faculty member will sign above as an indication of having read this observation. Signature does not necessarily imply agreement with the content.

Appendix "F"

Form "C"

Faculty Self-Evaluation Form

This Self-Evaluation Form enables the faculty member to review his/her own performance critically, enabling the faculty member to supplement information on file and to include all material pertinent to his competence and performance. He/she may elaborate on any point whose relevance does not seem obvious.

The first page is provided as free space so that the faculty member can summarize his/her evaluation in any manner that he/she wishes. The next page provides suggestions for the reporting of specific areas of growth.

Faculty Self-Evaluation Form

A. Changes in and Development of the Educational Preparation of Faculty Member (Provide details):

B. Professional Status, Growth and Development (Provide details):

C. Report of Extra-Curricular Activities and Contributions (Provide details):

Additional Comments and/or Summary: ____________

____

____

____

____

Signature Date

Distribution: Chairperson
Dean

Appendix "F"

Form "D"

Divisional/Departmental Evaluation Committee Form

FACULTY MEMBER'S NAME:

____

(Last) (First) (Middle)

PRESENT CLASSIFICATION:

____

(Rank) (Step)

____

(Academic Year) (Semester or Term)

____

Committee Member's Signature Date

Divisional/Departmental Evaluation Committee Form

A. Performance Report as a Member of the Teaching Faculty: (Description)

B. Performance Report of Non-Teaching Activities: (Description)

C. Report of Professional Growth and Educational Development: (Description)

D. Report on Student Evaluation: (Description)

E. Overall Performance Report:

F. *RECOMMENDATION: ____________________

____

____

G. COMMENTS OF INSTRUCTOR: ____________

____

____

____
Signature of Faculty Member

*In all cases, the final action for retention, non-retention or promotion rests with the Board of Trustees.

Distribution: Evaluatee
Chairperson
Dean

Appendix "F"

Form "E"

Student Evaluation of Faculty

Course Title: ____________ Section # ____________

Semester/Term: ____________ Instructor: ____________

Please respond to all statements. If you have comments which might be helpful to the instructor in conducting future classes, please use the reverse side of this sheet.

Did you receive a syllabus or course outline containing ***all*** of the following information:

Course objectives, course requirements, method(s) of determining grades, attendance/tardiness policy, and instructor's office hours?
___Yes ___No

In the space beside each of the following questions, give your personal evaluation of the instructor by writing the number from the following scale:

5 (Excellent) 4 3 (Good) 2 1 (Poor)

___ 1. The instructor has been diligent and punctual.
___ 2. The instructor is well-prepared for class meetings.
___ 3. The instructor makes clear and well-organized presentations.
___ 4. The instructor makes assignments that are clear and relevant to course work.
___ 5. The instructor shows interest in his subject.
___ 6. The instructor is fair in grading assignments.
___ 7. The instructor encourages students to see him during office hours.
___ 8. The instructor shows concern for the academic development of students.
___ 9. The instructor allows differing viewpoints to be expressed.
___10. In comparison with other instructors, I rate this instructor as indicated.

Appendix "G"

Essex County College Library
Faculty Evaluation

(Last Name) (First Name) (Middle Initial)

(Rank)

(Title)

(Evaluation Period)

______ Tenured ______ Non-Tenured

Essex County College Library
Faculty Evaluation Form

Form "A"

I RESPONSIBILITIES AND PERFORMANCE

A Performance — Librarianship

1 Knowledge of librarianship, theory and practice
(a) Inadequate. (b) Adequate. (c) Good.
(d) Very Good. (e) Excellent
Comment (mandatory for lowest and highest rating, a & e)

2 Professional attitude and behavior in satisfying the needs of Library users
(a) Inadequate. (b) Adequate. (c) Good.
(d) Very Good. (e) Excellent
Comment (mandatory for lowest and highest rating, a & e)

3. Quality and quantity of work processed
(a) Inadequate. (b) Adequate. (c) Good.
(d) Very Good. (e) Excellent
Comment (mandatory for lowest and highest rating, a & e)

B Performance — Administrative

1 Analysis and organization of work
(a) Inadequate. (b) Adequate. (c) Good.
(d) Very Good. (e) Excellent
Comment (mandatory for lowest and highest rating, a & e)

2. Development, training and supervision of personnel.
(a) Inadequate. (b) Adequate. (c) Good.
(d) Very Good. (e) Excellent
Comment (mandatory for lowest and highest rating, a & e)

3 Initiative in developing innovative programs, procedures and techniques
(a) Inadequate (b) Adequate. (c) Good

(d) Very Good, (e) Excellent
Comment (mandatory for lowest and highest rating, a & e):

C. Personal Relations:

1. Relations with Library faculty:
   (a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
   Comment (mandatory for lowest and highest rating, a & e):
2. Relations with other Library personnel:
   (a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
   Comment (mandatory for lowest and highest rating, a & e):
3. Attitude and response to supervision:
   (a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
   Comment (mandatory for lowest and highest rating, a & e):

II. SCHOLARLY AND PROFESSIONAL DEVELOPMENT

A. Present study, for credits beyond the M.L.S.:

B. Seminars, Workshops, Conferences, etc. (attended during evaluation period):

C. Publications, Lectures, Consultations (during evaluation period):

D. Independent study and knowledge of current developments in the field:

III. SERVICE TO PROFESSION, COLLEGE AND COMMUNITY

A. Memberships and offices in professional organizations and other professional activities:

B. Activities in Essex County College:

C. Memberships and offices in community organizations and other community activities:

IV SUMMATION OF EVALUATION AND ADDITIONAL COMMENTS

Signature of Director Date

Signature of Faculty Member Date

Appendix "G"

Essex County College Library Peer Evaluation Form

Form "B"

Name — Faculty Evaluated

COMMENTS ON

A Performance - Librarianship

B Performance - Administrative

C Scholarly and Professional Development

D Service to Profession, College, Community

Evaluated By
Signature - Rank

Faculty Evaluated
*Signature

*To be signed as an indication of having read the comments

Appendix "G"

Essex County College Library
Faculty Self-Evaluation Form

Form "C"

Comment, concisely, on your performance during the last evaluation period in the following sectors (if needed, attach second sheet):

A Performance - Librarianship

B Performance - Administrative

C Scholarly and Professional Development

D Service to Profession, College, Community

(Signature)	(Title)	Date

Appendix "G"

Essex County College
Learning Resources Center
Divisional Evaluation Committee Form

Form "D"

FACULTY MEMBER NAME:

(Last)	(First)	(Middle)
(Rank)		(Step)

PROPOSAL (Tenure or Promotion): __________

SIGNATURES OF COMMITTEE MEMBERS:

(Name)	(Title)	(Date)
(Name)	(Title)	(Date)
(Name)	(Title)	(Date)
(Name)	(Title)	(Date)

The responses below represent summary evaluations based on input provided by the three elements involved in the process, or by direct observance by one or more members of the committee

I RESPONSIBILITIES AND PERFORMANCE

A. Performance — Librarianship:

1. Knowledge of librarianship; theory and practice:
   (a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
   Comment (mandatory for lowest and highest rating, a & e):

2. Professional attitude and behavior in satisfying the needs of Library users:
   (a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
   Comment (mandatory for lowest and highest rating, a & e):

3. Quality and quantity of work processed:
   (a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
   Comment (mandatory for lowest and highest rating, a & e):

B. Performance — Administrative:

1. Analysis and organization of work:
   (a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
   Comment (mandatory for lowest and highest rating, a & e):

2. Development, training and supervision of personnel:
   (a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
   Comment (mandatory for lowest and highest rating, a & e):

3. Initiative in developing innovative programs, procedures, and techniques:
   (a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
   Comment (mandatory for lowest and highest rating, a & e):

C. Personal Relations:

1. Relations with Library faculty:
   (a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
   Comment (mandatory for lowest and highest rating, a & e):

2. Relations with other Library personnel:
   (a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
   Comment (mandatory for lowest and highest rating, a & e):

3. Attitude and response to supervision:
   (a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
   Comment (mandatory for lowest and highest rating, a & e):

II. SCHOLARLY AND PROFESSIONAL DEVELOPMENT

A. Present study, for credits beyond the M.L.S.

B. Seminars, Workshops, Conferences, etc. (attended during evaluation period):

C. Publications, Lectures, Consultations (during evaluation period):

D. Independent study and knowledge of current development in the field:

III. SERVICE TO PROFESSION, COLLEGE AND COMMUNITY

A. Memberships and offices in professional organizations and other professional activities:

B. Activities in Essex County College.

C. Memberships and offices in community organizations and other community activities:

Committee's Summary and Recommendations*: ______________________

____

*In all cases, the final action for retention or non-retention or promotion rests with the Board of Trustees.

Comments of Faculty Member being Evaluated: ______________________

____

____

Date Signature of Faculty Member

Appendix "H"

Counseling Peer Evaluation Form
Counseling Session Observation Report

Form "A"

Counselor Evaluated: ______________________

Date: ______________________

General Comments: ______________________

____

Evaluation By: ______________________
(Signature)

____
(Counselor Observed)

Date: ______________________

Counselor's Comment (if any) ______________________

____

____

Appendix "H"

Form "B"

Head Counselor's Evaluation Report

Counselor ______________________

Date of Evaluation ______________________

Employment at Essex County College ________ Years

Rank ______________________

General Comments ______________________

____

Suggestions for Change ______________________

____

Evaluation Done By: ______________________
(Signature)

Recommendation*: ______________________

____

Signature of Counselor: ______________________
(Indicates that Conference was held and Counselor did review this appraisal)

Comments of Counselor: ______________________

____

*In all cases, the final action for retention or non-retention or promotion rests with the Board of Trustees.

Appendix "H"

Form "B" (continued)

Head Counselor's Evaluation Report

Performance Report as Counselor:

1. Utilizes appropriate Counseling Approaches and explores new methods: ______
2. Demonstrates ability to relate to wide range of students; rapport and sensitivity to students: ______
3. Breadth and diversity of interests, plus activities and interests which enables a counselor to develop wider sympathy for more effective communication, and deeper understanding of his students: ______
4. Effective and willing assumptions of responsibility in departmental matters: ______
5. Performance as a Member of the Faculty; professional status, growth, development, educational preparation, community involvement (for details see Self-Evaluation Form) ______
6. Performance of other activities as a Counselor:

Appendix "H"

Form "C"

Student Evaluation of Counselor

Counselor's Name ______ Date ______

Use the following scale to indicate how the statements which follow below describe your counselor. Answer only those applicable.

Excellent		Good		Poor
5	4	3	2	1

1. The counselor seemed interested in me as a person. ___
2. The counselor was able to communicate well with me. ___
3. The counselor has insight and understanding in many areas. ___
4. The counselor seemed to offer appropriate help ___
5. The counselor has my trust. ___
6. The counselor is sensitive to my needs. ___
7. The counselor is able to provide me with the information I need. ___
8. The counselor would be a good person to recommend to other students. ___

Please add below any comments about the strong points and/or weak points you feel this counselor has:

Appendix "H"

Counselor's Self-Evaluation Form

Form "D"

Comment, concisely, on your performance during the last evaluation period in the following sectors (if needed, attach second sheet):

A. Performance - Counselor:

B. Performance - Administrative:

C. Scholarly and Professional Development:

D. Service to Profession, College, Community:

____

(Signature) (Title) (Date)

Appendix "H"

Form "E"

Counseling Divisional Education Committee Form

A. Performance Report as Counselor:

1. Utilizes appropriate Counseling Approaches and explores new methods: ____________

2. Demonstrates ability to relate to wide range of students; rapport and sensitivity to students

____

____

____

3. Breadth and diversity of interests, plus activities and interests which enables a counselor to develop wider sympathy for more effective communication, and deeper understanding of his students: ____________

____

____

4. Effective and willing assumptions of responsibility in departmental matters: ____________

____

____

5. Performance as a Member of the Faculty; professional status, growth, development, educational preparation, community involvement (for details see Self-Evaluation Form)

____

____

____

6. Performance of other activities as a Counselor

____

____

B. Summary of Evaluation Report

1. Student Evaluation Report (for details see student evaluation form)
2. Peer Observation Report (for details see peer observation report)
3. Peer Evaluation Report
4. Self Evaluation Report

C. Recommendations for retention or non-retention, where appropriate*:

____

____

____

D. Comments of Counselor:

____

____

____

____

*In all cases the final action for retention or non-retention or promotion rests with the Board of Trustees.

____

Date Signature of Faculty Member

Appendix "I"

Educational Development Specialist Evaluation Record

Each Educational Development Specialist will be evaluated by his immediate supervisor who shall be the person to whom the EDS is assigned for duty. An evaluation form will be filed by the supervisor according to the annual faculty evaluation schedule and whenever the EDS's assigned duty administrator is changed. Peer evaluations will be required only if the EDS is assigned to a role which involves a close working relationship with another EDS. Comments are optional, but are mandatory if a "low 1" rating or a "high 5" rating are indicated. Comments justifying a high or a low must be included.

Rating Terms:

1 — inadequate...performs significantly below accepted standards.

2 — adequate...performs at the minimum acceptable level.

3 — good performs at an acceptable level.

4 — very good...performs above the acceptable level

5 — exhibits superior performance.

Self-evaluation.

The Educational Development Specialist will submit a self-evaluation in addition to the formal supervisor's evaluation.

EVALUATION OF ______________________________

DATE ______________________________

1 Performance of non-teaching activities

1 2 3 4 5

2 Knowledge of area of specialization

1 2 3 4 5

3. Development of educational programs
1 2 3 4 5

4. Professional growth and development
1 2 3 4 5

5. Development of innovative concepts
1 2 3 4 5

6. Community (college) service and involvement
1 2 3 4 5

7. Rapport with administrators/peers
1 2 3 4 5

8. Ability to deal with relevant job problems
1 2 3 4 5

9. Interest in area of specialization
1 2 3 4 5

10. Quality of programs produced
1 2 3 4 5

COMMENTS:

Signature (Evaluator) Title Date

I have read the evaluation. My signature does not necessarily indicate agreement.

Signature (EDS) Rank Date

COMMENTS OF EVALUATEE (optional):

EDUCATIONAL DEVELOPMENT SPECIALIST
Narrative Self-Evaluation

Period Covered: ______________ to ______________

Educational Development Specialist

Date

SIDE LETTER OF AGREEMENT

The parties agree this 4th day of September, 1984, that Assistant Chairpersons shall receive notice of appointment (reappointment) by April 1st of the prior year. Their duties shall be directed by the Chairpersons according to program needs and need not span two semesters and a term. The parties agree that all Departments with Assistant Chairpersons shall be allocated eighteen (18) hours of release time; fifteen (15) hours shall be for the Assistant Chairperson; the other three (3) hours shall be allocated by the Chairperson and it may or may not be allocated to the Assistant Chairperson.

For the College

9/5/84	Clara Dasher
9/5/84	Stephen Edelstein
9/5/84	Elena J. Scambio
9/5/84	A. Zachary Yamba
9/5/84	L. Schwartz, Esq. Labor Counsel

For the Association

9/5/84	Charles Larkin
9/5/84	David Griffiths
9/5/84	Joseph Zubko
9/5/84	Ned M. Wilson
9/5/84	Michael E. Frank Chief Negotiator

INDEX*

Academic freedom, 4-1
Academic rank
  guidelines for initial placement, 12-8
  requirements for, 12-1
Advanced study, 32-1
Agreement (Contract)
  changes in, 3-1.1
  duration of, 43-1
  enforcement of, 3-1.4
  negotiation of successor, 40-1
  publication of, 39-1
Assistant Chairpersons, terms and conditions, in "Side Letter of Agreement" (addendum)

Bargaining, scope of, 3-1
Benefits, see specific headings, e.g. Health benefits
Bereavement, 31-3
Board of Trustees
  academic freedom and, 4-1
  defined, 2-1
  Faculty Association Representative, 8-1
  grievance procedure, 5-1
  half year contracts and, 15-2
  recognition of Faculty Association, 1-1
  rights of, 10-1
Bookstore, 24-1

Class coverage, responsibility for, 31-12
Class schedules
  and professional improvement, 34-1
  distribution of, 20-1
Class size, 18-1
College free hours, 6-6
College working day, see Faculty workload
Composition courses, size of, 18-1.1b

- Contact hours
  - defined, 14-1.3
  - form for 30 contact hour option, Appendix "D"
  - generally, see Faculty workload
- Contract, see Agreement (Contract)
- Contracts
  - annual (non-tenured faculty), 36-1.1
  - half year, 15-1
- Conventions, 31-10
- Coordinators, 1-1.1
- Course preparation, 19-1
- Curriculum development, 29-1
- Curriculum Committee, composition of, 29-3

- Dental plan, 35-2
- Disability
  - long term, 35-5
  - pregnancy, 32-7.2
- Discretionary sabbatical, 31-12
- Disputes, resolution of, 42-1
- Dues deduction, 11-1

- Emergency leave, 32-9
- Equipment, Association use of, 6-9
- Evaluations
  - classroom faculty, Appendix "F"
  - counseling faculty, Appendix "H"
  - Educational Development Specialists, Appendix "I"
  - general provisions, 37-10
  - library faculty, Appendix "G"
  - non-tenured faculty, 37-2
  - tenured faculty, 37-7
- Evening workload, see Faculty workload
- Exchange teaching, 32-2

- Faculty Association
  - defined, 2-3
  - dues deduction, 11-1
  - grievance procedure, 5-1
  - office space, 27-1
  - officers' load, 9-1
  - recognition by Board, 1-1
  - representation fee, 11-6
  - Representative on Board, 8-1
  - rights of, 6-1
- Faculty rank, requirements, see Academic rank
- Faculty workload
  - college working day — Hours, 16-1
  - evening and Saturday workload, 17-1
  - work schedule and workload requirements, 14-1
- Field trips, 30-1

- Graduation, attendance at, 22-2
- Grievance procedure, 5-1

- Half year contracts, 15-1
- Health benefits, 35-1, 35-3
  - retirement, 35-4

- Laboratory assistant, 14-5
  - requirements, 12A-1
- Laboratory hour, defined, 16-7
- Leaves of absence, paid
  - bereavement, 31-3
  - class coverage responsibility, 31-12
  - discretionary sabbatical, 31-12
  - legal leave, 31-5
  - personal leave, 31-4
  - professional meetings/conventions, 31-10
  - Reserve training leave, 31-9
  - retention of benefits, 31-11
  - sabbatical leave, 31-7
  - sick leave, 31-1
  - terminal sabbatical, 31-8
- Leaves of absence, unpaid
  - advanced study, 32-1
  - continuation of benefits, 32-8

emergency leave, 32-9
exchange teaching, 32-2
maternity leave, 32-7
military leave, 32-3
service in professional organizations, 32-4
service in public office, 32-6
Lecturer, 14-14
Legal leave, 31-5
Life insurance, 35-1

Mass lecture, 18-2
Maternity leave, 32-7
Medical examination, **see** Physical examination
Medical services, 25-2
Meetings, attendance at, 22-1
Military leave, 32-3

Negotiating unit, defined, 1-1, 2-2
Non-tenured faculty
evaluation, 37-2
non-retention, 36-1.6

Off-calendar courses defined, 14-1.6
Office hours, 21-1
Orientation, 28-1
Overload
defined, 14-1.5
rate, 41-3

Parking, 23-2
Pension benefits, 35-1
Personal leave, 31-4
Personnel file, 7-1
Physical examination, 25-4
Professional meetings/conventions, 31-10
Professional improvement, 34-1
Professional organizations, service in, 32-4
Promotions, 38-1
Public office, service in, 32-6

Rank **see** Academic rank
Remedial classes, size of, 18-1 1c
Representation fee, 11-6
Reserve training leave, 31-9

SRA deductions, 35-6
Sabbatical leave, 31-7
Safety, 25-1
Salaries, 41-1
Salary schedules
1984/85, Appendix "A"
1985/86, Appendix "B"
1986/87, Appendix "C"
Saturday workload, **see** Faculty workload
Schedules, distribution of, 20-1
Semester, defined, 14-1.1
Session, defined, 14-1.2
Sick Bank, form for, Appendix "E"
Sick leave, 31-1
Sick leave bank, 31-2
Special Assistant to President, 1-1 1

Tenured faculty
evaluation, 37-7
non-retention, 36-2
Terminal sabbatical, 31-8
Tuition
reimbursement, 33-2
remission, 33-1

Underload, defined, 14-1.4

Vacancies, professional, 26-1
Visiting instructor, 13-1

Workload, **see** Faculty workload

Zero-level courses, contact hours, 14-10

*Numeric citations refer to article numbers. Although subject may be treated in several, sequential subarticles, only the first number is cited.

ESSEX COUNTY COLLEGE BOARD OF TRUSTEES

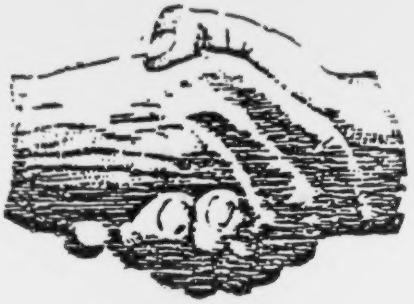
Clara E. Dasher — Chairperson
Francis H. Alexander
Alwin A. Arce
Sara B. Bost
Ann E. Cooper
Stephen J. Edelmain, Esq.
Thomas F. Ercolano
Alfonso A. Roman
Elena A. Scambio
Barbara L. Thomas
Junius W. Williams
A. Zachary Yamba — College President
Justin Walker, Esq. — College Counsel
Lawrence Schwartz, Esq. — Labor Council

ESSEX COUNTY COLLEGE NEGOTIATING TEAM

Herbert E. Scuorzo — Vice President for Administration
Lawrence Schwartz, Esq. — Spokesman
Russell Frasch — Director of Budget

AGREEMENT

1987 - 1989



between

THE BOARD OF TRUSTEES

of

GLOUCESTER COUNTY COLLEGE

and

THE GLOUCESTER COUNTY COLLEGE

FEDERATION OF TEACHERS

WHICH IS AFFILIATED WITH

AFT, AFL-CIO

AGREEMENT

1987 - 1989

between

THE BOARD OF TRUSTEES

of

GLOUCESTER COUNTY COLLEGE

and

THE GLOUCESTER COUNTY COLLEGE

FEDERATION OF TEACHERS

WHICH IS AFFILIATED WITH

AFT, AFL-CIO

628

TABLE OF CONTENTS

AGREEMENT - 1

- General Conditions..........................1

1.1 Board Recognition.......................1

1.2 Contrary to Law.........................2

1.3 Effect by Passage of Law...............2

1.4 Amendment...............................2

1.5 Released Time for Negotiations.........2

1.6 Budget Information......................3

1.7 Selection of Negotiators...............3

1.8 Copies of Agreement.....................3

ARTICLE II - Rights of Parties...........................4

2.1 Right to Organize.......................4

2.2 Right to Negotiate......................4

2.3 Federation Business.....................4

2.4 Use of Facilities and Equipment........4

2.5 Posting of Federation Notices..........5

2.6 Continuing Consultation Clause.........5

2.7 Representation Fee for Non-members......5 - 6

ARTICLE III - Faculty Assignments and Responsibilities.....7

3.1 Academic Calendar.......................7

3.2 Working Hours...........................7

3.3 Faculty Teaching Assignments...........8 - 11

3.4 Student Ratio...........................11

3.5 Librarians, Audio-Visual Personnel
and Counselors Working Hours...........11

3.6 Consultation Hours......................11

3.7 Field Trips and Authorized Off-Campus Assignments.................12

3.8 Attendance at College Functions........12

3.9 Textbooks and Other Teaching Materials.............................13

3.10 Faculty Schedules......................13

3.11 Course Preparation.....................13

3.12 Academic Freedom.......................14

3.13 Faculty Handbook.......................14

ARTICLE IV - Personnel Files..........................15

4.1 ....15 - 16

ARTICLE V - Contracts, Dismissals and Vacancies.........17

5.1 17

5.2 17

5.3 17

5.4 17

ARTICLE VI - Recommendations for Promotion...............18

6.1 18

6.2 18

ARTICLE VII - Guidelines for Qualifications for Faculty Rank...............................19 - 20

ARTICLE VIII - Group Health Insurance......................21

8.1 21

8.2 21

8.3 21

8.4 21

8.5 ....21 - 22

ARTICLE IX - Faculty Salaries and Deductions.............23

9.1 23

9.2 23

9.3 23

9.4 23

9.5 ....23 - 24

ARTICLE X - Paid Leaves of Absence....................25

10.1 Sick Leave..........................25

10.2 Bereavement.........................25

10.3 Personal Leave......................25 - 26

10.4 Sabbatical Leaves...................26 - 27

ARTICLE XI - Unpaid Leaves of Absence..................28

11.1 Applications for Unpaid Leave.........28

11.2 Child Rearing Leave...................28

11.3 Leave for Personal Reasons............28

11.4 Leave for Professional Services.......28

11.5 Leave for Advanced Study..............28

11.6 Leave for Fulbright or Exchange Teaching.....................29

11.7 Unpaid Leave Benefits.................29

ARTICLE XII - Faculty Privileges........................30

12.1 Tuition Waiver........................30

12.2 Early Childhood Education Center......30

12.3 Tuition Reimbursement.................30

12.4 Parking...............................31

ARTICLE XIII - Vacation for Twelve Month Employees.........32

13.1 32

13.2 32

13.3 32

ARTICLE XIV - Retirement "Bonus"........................33
14.1 33
14.2 33
14.3 33
ARTICLE XV - Grievance Procedure........................34
15.1 ....34 - 36
15.2 Formal Grievance Procedure Form........37 - 38
ARTICLE XVI - Duration of Agreement......................39
16.1 39
16.2 39
16.3 ....39 - 40
Appendix A 41
Appendix B ....42 - 43
Appendix C 44

AGREEMENT

Between the Board of Trustees of Gloucester County College, operating under the provision of Public Laws of 1968, Chapter 303, and including Chapter 123, Public Laws 1974 of the State of New Jersey

and

The Gloucester County College Federation of Teachers
which is affiliated with AFT, AFL-CIO

This Agreement entered into this

by and between the Board of Trustees of Gloucester County College, hereinafter called the Board, and the Gloucester County College Federation of Teachers, which is affiliated with AFT, AFL-CIO, Local 2338, hereinafter called the Federation, represents a complete agreement between the parties, and provides that:

1.1 Board Recognition

The Board hereby recognizes the Federation as the sole and exclusive negotiation representative for all Gloucester County College bargaining unit members, including full-time teaching staff, counselors, media coordinators, College nurse and librarians, but excluding the President, the Assistant to the President, Vice Presidents, Deans, Associate Deans, Assistant Deans, Directors, Chairpersons, and any faculty member while engaged in service specifically applicable to the Office of Community Services (except when a credit course(s) comprises part of a unit member's basic load or overload in which case, such service shall be covered by the contract) and such professional personnel who are or become responsible for supervisory or evaluative duties with respect to other professional personnel. The term "unit member" when used here and after in this Agreement, shall refer to all members of the designated bargaining unit and reference shall include both male and female members.

To the extent required by statutes, there shall be no discrimination based on age, sex, race, color, creed, religion, handicaps, national origin, or political affiliation.

1.2 Contrary to Law

If any provision of this agreement or any application of the agreement to any unit member or group of unit members shall be found contrary to law, then such provision or application shall be void, but all other provisions or applications of this agreement shall continue in full force and effect.

..3 Effect by Passage of Law

Any provision of this contract which is contrary to law, but becomes lawful during the life of this contract, shall take immediate effect upon the enactment of such legislation.

..4 Amendment

Should the parties agree to an amendment of this agreement such amendment shall be reduced to writing, submitted to ratification procedures of the Board and the Federation, and if ratified by both parties, become part of the agreement.

..5 Released Time for Negotiations

When mutually determined negotiating meetings are planned during instructional hours, not more than four members of the Federation Negotiations Team may be granted released time.

1.6 Budget Information

In order for the Federation to represent unit members, the Board will make available to the Federation upon written request:

(a) The number of unit members within each salary schedule classification and their appropriate salaries

(b) Other reports within the public domain

1.7 Selection of Negotiators

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Negotiating teams at any one bargaining session are not to exceed four members. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make and consider proposals and make counter proposals. Either party may bring in not more than two consultants for a particular item of discussion.

1.8 Copies of Agreement

Copies of this agreement shall be reproduced by the Board and distributed to all unit members now employed or hereafter employed, upon notice of appointment for the duration of this agreement. The Board will supply twenty-five copies to the Federation.

ARTICLE II

Rights of Parties

2.1 Right to Organize

Nothing contained herein shall be construed to deny or restrict the rights of unit members under the New Jersey Statutes Annotated, Title 18A or other applicable laws and regulations. The rights granted and duties inferred herein shall be deemed to be in addition to those provided elsewhere. However, the Board retains all rights not specifically conferred upon the Federation.

2.2 Right to Negotiate

Unit members as described in Article I have the right freely to organize, join and support the Federation for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection.

2.3 Federation Business

Duly authorized representatives of the Federation shall be permitted to transact official Federation business and conduct meetings on college property at reasonable times; where such business does not interfere with the operation of the College or with the performance of the unit members' duties. No charge shall be made for the Federation's use of College facilities.

2.4 Use of Facilities and Equipment

The Federation may use College facilities and equipment, such as typewriters, mimeographing machines, other duplicating equipment, calculating machines and AV equipment, at the convenience of the President of the College or his designees. No equipment shall be removed from the premises without written permission. Payment shall be made for any expendable supplies used for Federation purposes, and the Federation shall be liable for damage to any equipment used for said purposes. A request of the Federation shall not be unreasonably denied.

2.5 Posting of Federation Notices

The Federation shall be assigned a bulletin board for its sole use. The Federation shall be permitted to use College mail facilities for the distribution of communications within the College.

2.6 Continuing Consultation Clause

A committee of three administrators composed of the President of the College (or his designee) and two other college administrators appointed by the President of the College, and three representatives of the Federation composed of the President of the Federation (or his designee) and two other members of the Federation appointed by the President of the Federation will meet on four occasions per academic year, during October, December, February and April to discuss administration of this agreement and/or problems of mutual concern. Initiation can be made by either party requesting a date(s) convenient to both parties and such letter of initiation shall suggest agenda items for discussion. The responding party may also suggest additional items for inclusion in the agenda and/or alternate dates.

2.7 Representation Fee for Non-members

(a) The Federation President shall submit to the college personnel office a list of names of employees covered by this contract who are not currently dues paying members. The college, in compliance with State law and this agreement, will deduct from such unit member's pay a representation fee equal to 85% of the amount set for Federation members. (This amount will be determined by the Federation Constitution, and is to be paid by payroll deduction.)

(b) It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Federation, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Federation.

(c) The Federation shall indemnify and save the Board (and College) harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

ARTICLE III

Faculty Assignments and Responsibilities

3.1 Academic Calendar

The President shall prepare a tentative academic calendar and submit a copy thereof to the Federation of Teachers at least four weeks prior to submission to the Board. Within two weeks, the Federation of Teachers shall submit in writing its comments and recommendations to the President. The President and the Board shall consider such comments and recommendations before the Board adopts the calendar. No changes (other than emergencies) shall be made in the current semester system without first consulting with the Federation.

3.2 Working Hours

a. The basic load assignment of any teaching member shall span no more than eight and one-half (8½) hours from the beginning of the first class to the end of the last class in the same day, and no more than five consecutive days per week. Permission for exceptions to the above must be secured from the Federation President.

b. The normal work week will be Monday through Friday, except when weekend assignments are necessary to complete the teaching member's basic load. In this case, the work load shall span no more than five consecutive days. Any extension of this time will be by mutual agreement of the teaching member concerned and the college administration. Nothing herein precludes some teaching members being scheduled less than five days.

c. An overload is not a part of the basic load.

3.3 Faculty Teaching Assignments

(a) The assigned base load shall be fifteen contact hours per semester where credit hours are equal to contact hours.

(b) The assigned base load shall be no more than eighteen contact hours per semester where credit hours are less than contact hours. (Physical Education is to be excepted from this provision.)

(c) Any unit member assigned to teach courses in excess of base load may designate which of those courses will be treated as base load, so long as the courses for base load fall within the definition of Working Hours in Section 3.2.

(d) Any faculty member who teaches a part of his/her base load in Allied Health and Lab Oriented courses commencing with the 1983-84 academic year shall have a base load between fifteen and eighteen contact hours per semester per the following formula:

Course Credit = Contact	Contact Differential	Adjusted Base Load*
15	0	15
14	1	15.2
13	2	15.4
12	3	15.6
11	4	15.8
10	5	16
9	6	16.2
8	7	16.4
7	8	16.6
6	9	16.8
5	10	17
4	11	17.2

Course Credit = Contact	Contact Differential	Adjusted Base Load*
3	12	17.4
2	13	17.6
1	14	17.8
0	15	18

* Lecture courses within the basic load arrangement will be tallied first when computing the adjusted base load.

(e) Any unit member's overload normally shall not exceed one course per semester excluding Academic Advising, Program Coordinating and Coop/Independent Study. (Usually, three contact hours, although, in certain cases it is understood that one course may involve more than three contact hours.) If the administration assigns an additional overload, then the Federation president shall be notified in writing.

Overload assignments made prior to pre-registration shall be reviewed by Chairpersons and Deans. Overload assignments made after pre-registration by the appropriate Chairperson/Dean shall be made on a fair and equitable basis. Full-time teaching faculty members shall be given first consideration to all "standard overloads." The usual maximum for summer session courses shall be six contact hours per faculty member.

(f) The Federation President shall be given the opportunity to review and raise exceptions to the tentative faculty teaching assignment and overload lists prior to the beginning of each semester or session. It is expressly understood that final determination concerning teaching assignment and appointment to overload resides with the employer provided that the expressed provisions of the contract are not violated. When the master schedule is published, a copy will be supplied to the Federation President.

(g) Acknowledging that innovation and change may require modification of work requirements, then in accordance with the provisions of Chapter 303, Public Law of New Jersey, 1968, and including Chapter 123, Public Law, 1974, State of New Jersey, the following procedure shall be used for determining the appropriate compensation for those faculty members represented by the Federation: 1. At least (20) calendar days prior to the change, the Federation shall be notified in writing. Within ten (10) calendar days of the time of such notice the Federation President may request in writing a meeting with the College Representatives. This request shall be addressed to the President of the College.

2. Within five (5) calendar days of receipt of such a request a meeting will be scheduled at mutual convenience between a committee of three members of the Federation and three members for the College.

3. At this meeting which is to be in session for normally no more than two hours duration, negotiations will be concerned with appropriate compensation. The Federation and College Representatives shall supply the other party with relevant data.

4. If mutual agreement is not reached at this negotiation session then the Federation shall submit a final offer in writing within five (5) calendar days to the President.

5. Rejection or acceptance of the Federation's final offer by the President shall be in writing within five (5) calendar days. Rejection shall mean that a member of the bargaining unit will not be required to work any additional time.

6. Failure by the Federation to adhere to the time specifications in subparagraphs (1) and (4) shall mean waiver of further claim, and failure by the President (or his designee) to adhere to the time requirement in paragraph (5) shall mean acceptance of the Federation's final offer.

3.4 Student Ratio

The College shall continue to use educationally sound principles in determining the maximum number of students per course section.

3.5 Librarians, Audio-Visual Personnel, Counselors and College Nurse Working Hours

The usual work week for librarians, audio-visual personnel, counselors, and College Nurse shall be 40 hours over a five consecutive day period, including a one hour lunch period daily.

3.6 Consultation Hours

(a) Each member of the teaching staff shall maintain at least five hours per week for consultation with students. Such hours shall be in addition to his/her scheduled classes.

(b) Students may make consultation appointments with the faculty member or his/her secretary.

(c) All office schedules for faculty members for consultation (including off-campus office hours) shall be subject to the approval of the Vice President of the College.

3.7 Field Trips and Authorized Off-Campus Assignments

(a) A field trip shall be defined as any educational activity, approved by the President or his designee. Mileage reimbursement shall be "clocked" from approved point of origin to the approved point of conclusion. The College shall make every effort to supply transportation for all such field trips. If the College requests that the unit member use his/her own transportation and the unit member agrees, he or she shall be reimbursed at the rate of twenty cents per mile. The College shall provide liability insurance of at least $300,000 whenever the unit member is required to drive on such College business.

(b) If a unit member is required or receives approval to make a trip on College business, he or she shall be reimbursed for the most convenient and economical mode of transportation or the above specified auto mileage reimbursement.

(c) Unit members will be compensated at twenty cents per mile for travel to and from off-campus assignments in excess of the mileage required for a round trip to the College from their homes.

3.8 Attendance at College Functions

Attendance by unit members at commencement is mandatory, and attendance at a reasonable number of other college functions is encouraged. The College will furnish academic attire when needed, at no cost to the unit member.

3.9 Textbooks and Other Teaching Materials

The appropriate administrator shall secure requests for textbooks and teaching materials from unit members and forward the recommendations to the President or his designated representative.

3.10 Faculty Schedules

Master schedules and individual assignments shall reside with the Vice President of the College cooperating with the appropriate administrator. Announcement of a tentative master schedule will be made to the faculty prior to posting and the appropriate administrator shall provide to each unit member within his/her area a scheduling preference form. Conflicts in schedule preference will be resolved by the appropriate administrator in consultation with the affected unit member(s). If and when changes in the tentative master schedule are necessitated, the Federation President will be notified. It will be the responsibility of the Federation to notify each affected unit member of the pending change. Thereafter it will be the responsibility of the unit member to consult with the appropriate administrator as to the pending schedule changes.

3.11 Course Preparation

Teaching members will normally have no more than three different course preparations each semester, unless specifically requested by the member. Where the nature of course offerings and the number of available full-time teaching unit members within the Division prevents the accomplishment of these course preparation guidelines, courses shall be assigned so as to accomplish a minimum number of preparations per unit member.

3.12 Academic Freedom

The Board and Federation subscribe to the following statement on academic freedom:

(a) Any unit member is entitled to full freedom in research and in the publication of the results, subject to the satisfactory performance of his or her employment duties.

(b) Any unit member is entitled to freedom of discussion in the performance of his or her faculty responsibilities and in the classroom, provided the discussion is relevant to the course.

(c) The unit member is a citizen, a member of a learned profession, and an employee of an educational institution. When he or she speaks or writes as a citizen, or exercises his or her legal or constitutional rights, he or she shall be free from institutional censorship or discipline. However, in his or her extramural utterances, he or she has an obligation not to permit the implication that he or she is an institutional spokesperson.

3.13. Faculty Handbook

The Faculty Handbook will not conflict with the terms and conditions specified in this Agreement and nothing herein precludes a faculty member from submitting suggestions.

ARTICLE IV

Personnel Files

4.1 (a) The College shall maintain a personnel file on each unit member which shall include, but not be limited to, the following:

1. Personnel information
2. Information relating to the unit member's academic and professional accomplishments submitted by the unit member or placed in the file at his or her request.
3. Records generated by the College.
4. Information of a positive nature indicating special achievements, research, performance, and contributions of an academic, professional or civic nature.

(b) At his or her request, the unit member may examine his or her file, referred to in 4.1 (a) and photocopy anything therein at a time mutually convenient to the appropriate administrator and the unit member, within five working days of the initial request.

(c) All materials requested by the College or supplied by the unit member in connection with original employment shall be maintained in a confidential pre-employment file, which shall not be available for examination by the unit member.

(d) A designated administrator will be responsible for the safekeeping of the above mentioned personnel files.

(e) Unit members shall be shown material to be placed in their file and shall acknowledge by signature having seen such. Such acknowledgment shall not necessarily indicate agreement with the material. Unit members shall have the right to respond to any material placed in the file and that, too, shall be placed in the file. Material not so treated shall be removed from the file at the unit member's request or it shall have no force and effect.

(f) Material not in the file may not be used against the unit member.

(g) Personnel files will continue to be available to the appropriate administrative personnel and board members when matters of promotion, retention and faculty performance are under discussion.

(h) If the College requires more than the initial copies of a unit member's transcript(s) or record(s), the request and cost shall be generated and paid by the College. The unit member concerned shall sign such authorization(s) as may be necessary.

ARTICLE V

Contracts, Dismissals and Vacancies

5.1 When the Board of Trustees does not intend to reappoint a non-tenured unit member, notice of such non-reappointment shall be given in writing not later than February 10th of the first and second academic years of service, and not later than December 10th of the third, fourth and fifth years of academic service.

5.2 Each non-tenured unit member shall be notified regarding contract status as indicated in 5.1 supra. Such contract shall contain a clause authorizing the unit member concerned or the Board of Trustees to be released from the said contract with 30 days' notice to the other party, with salary pro-rated to the date of termination.

5.3 A non-tenured faculty member's non-renewal may only be for just cause. If the cause is questioned the matter shall be processed through the grievance procedure except that the Board of Trustees shall act as Arbitrator in the final and binding step.

5.4 Unit members will be advised of newly created full-time and part-time administrative, and supervisory positions and full-time faculty positions before public announcement is made. A similar procedure will be followed at the time of an official resignation or termination of employment in all administrative and supervisory positions.

ARTICLE VI

Recommendations for Promotion

6.1 Professional Standards Committee

By January 1 of each year a Professional Standards Committee shall be formed. The Committee shall be comprised of four members from the faculty elected by the Federation and four members from among the administrators appointed by the President of the College. The Committee shall meet on or before February 1st of each year to consider and by majority vote recommend to the Board qualified and worthy faculty members for promotion in academic rank. The Committee's recommendations shall be transmitted to the Board by the President. Faculty members desiring to be considered for a promotion shall make application to the Professional Standards Committee. Initiation of recommendations for promotion may also emanate from the President.

6.2 Criteria for Promotion

The personal qualities to be considered in evaluating members of the faculty for promotion and academic rank are:

(a) Teaching effectiveness

(b) Departmental/Institutional service

(c) Administrative effectiveness

(d) Scholarly achievement

(e) Professional growth

(f) Relevant community service

ARTICLE VII

Guidelines for Qualifications for Faculty Rank

RANK	EDUCATION
Instructor II	B.A., B.S., or equivalent
Instructor I	Master's Degree or equivalent in special fields
Assistant Professor	Master's Degree plus 15 acceptable graduate credits or equivalent in special fields
Associate Professor	Master's Degree plus 30 acceptable graduate credits or equivalent in special fields
Professor	Doctorate or equivalent or Master's Degree with all work completed for Doctorate with exception of dissertation

For further clarification:

1. It will be highly desirable to have had a minimum of two years teaching or equivalent experience for the rank of Instructor II. To be eligible for the rank of Instructor I a candidate should have had at least two years teaching experience or equivalent in related experience. To be eligible for the Assistant Professor rank, a candidate should have had at least four years of teaching or equivalent experience. To be eligible for the Associate Professor rank, a candidate should have had six years of teaching or equivalent experience; and those eligible for the rank of Professor must have had at least eight years of teaching or equivalent experience.

2. The Board of Trustees upon recommendation of either the President or the Professional Standards Committee, may grant special recognition to any faculty member who has made distinguished contributions to the College. Because of these contributions, rank guidelines may be waived by the Board of Trustees.

3. Faculty members may be employed at salaries higher than the minimum salary for a rank if qualifications are unusual. Such appointments will be made by the Board of Trustees upon the recommendation of the President.

4. A candidate is not automatically entitled to placement in the top rank for which his/her academic and experience credits make him/her eligible. The President may recommend employment at any rank at or below the level of the noted qualifications.

5. Faculty will not be automatically moved into the next rank when the guidelines for that rank are satisfied. Movement from one rank to another is by promotion only. Not more than 30% of the faculty may hold the rank of Professor, and not more than 60% may hold the ranks of Professor and Associate Professor.

ARTICLE VIII

Group Health Insurance

8.1 The Board of Trustees shall provide for each unit member full family coverage under Hospital Service Plan of New Jersey (Blue Cross, U.C.R. Blue Shield, Rider "J" and Major Medical).

8.2 Each unit member shall continue to receive Board initiated and funded Blue Cross of New Jersey Prescription Plan ($1.00 Co-Pay).

8.3 Full family dental insurance shall be provided to each faculty member in accordance with the provisions of the current master policy (Delta Dental Plan of N.J.). Such coverage shall be secured as soon as reasonably possible after signing of this contract.

8.4 The Board and Federation agree to negotiate on the merits of any proposed change in insurance carriers based on the benefits of the proposed plan(s), but not to include compensation for a less expensive plan(s). Such negotiation shall be prior to any effective change to a different plan(s).

8.5 All unit members and his/her spouse covered by this agreement on their retirement from the College shall be eligible for all health insurance coverage currently in force at the unit member's (or spouse's) expense and at no cost to the College. In addition, effective July 1, 1987 future retirees (as defined in Article 14.1) shall be provided insurance coverage at the Board of Trustees expense as stated hereinafter. Such retirement benefit shall be operative with the effective date of reception of N.J. retirement pension benefits or TIAA/CREF using the same standards.

(a) July 1, 1987 - single coverage basic health insurance.

(b) July 1, 1987 - single coverage prescription insurance.

(c) July 1, 1988 - single coverage dental insurance.

ARTICLE IX

Unit Member Salaries and Deductions

9.1 The salary of ten-month unit members shall be paid bi-weekly for a period of ten months or twelve months, at the option of the unit member.

(a) Supplemental contracts of at least ten (10) weeks in duration shall be paid one-half the appropriate amount at mid-point and the balance at the end.

(b) All other supplemental contracts shall be paid at the end of the service.

9.2 The College Nurse and Librarians shall receive the same salaries for an academic year of ten months as do other ten-month unit members in the same ranks. Separate contracts for the summer session may be awarded. Reimbursement for such summer service shall be pro-rata at the unit member's base salary for the succeeding academic year. New rates shall be applicable on July 1st.

9.3 The salary schedules and overload rate for ten-month unit members for the academic years 1987-88 and 1988-89 are incorporated as Appendix A.

9.4 For the academic years 1987-88 and 1988-89 the salary increases for twelve-month employees shall be 120% of the increase granted ten-month faculty members in the same rank, excluding promotions for each of those years.

9.5 Requests for Deductions

Unit members may, by executing the proper form as provided by the Board, have automatic self payroll deductions for any of the following purposes:

(a) Professional dues

(b) Government bonds

(c) Credit Union

(d) TIAA and CREF retirement programs

(e) Any professional insurance programs.

(f) Such other as shall be mutually agreed upon by the Federation and the Board.

ARTICLE X

Paid Leaves of Absence

10.1 Sick Leave

Full-time unit members, steadily employed by the Board of Trustees, shall be allowed sick leave with full pay for a period of ten work days in any academic year. Twelve-month employees shall be allowed two additional days per year. Up to ten days accumulated sick leave may be transferred from immediate previous educational employment. Unused sick leave shall be accumulative, to be used for additional sick leave as needed in subsequent years. The Board may require proof of illness.

10.2 Bereavement

(a) A paid bereavement leave of four days maximum will be allowed for each death in the immediate family. Family shall mean: father, mother, siblings, wife, husband, children, step-children, grandchildren, mother-in-law and father-in-law. Additional leave may be granted at the discretion of the President of the College.

(b) In the event of the death of a member of his or her family other than those previously listed, a unit member shall be entitled to one full day to attend the funeral.

10.3 Personal Leave

Unit members may be granted two (2) days personal leave with pay for bona fide personal business which cannot be handled outside of regular working hours, such as:

(a) Real estate closing

(b) Marriage of the unit member or a member of his/her immediate family

(c) Graduation of a member of the immediate family

(d) Required appearance in court wherein the employee is not in party and suit with the College.

Request for such leave shall be in writing, except in the case of an emergency. In a personal emergency situation the unit member shall notify the Personnel Office as soon as possible.

(e) In cases where there is a life threatening illness of a unit member's spouse or child a maximum of six (6) personal days may be utilized provided such illness is certified by an attending physician and further provided that the unit member has unused personal leave days from the prior three years.

10.4 Sabbatical Leaves

Sabbatical leaves shall be granted by the Board, subject to the following conditions:

(a) A faculty member will be eligible for sabbatical after completion of seven years continuous service at the College; or after seven years since his/her last sabbatical leave at the College.

(b) Such leave must be applied for during the first semester of the preceding year, with the specific study or research purpose clearly stated in the application.

(c) Application shall be submitted to the President.

(d) After careful consideration of all applications, the President shall make his recommendation to the Board. Final decision on granting sabbatical leaves shall rest with the Board.

(e) Sabbatical leave may be for one or two semesters at sixty percent (60%) of pay. This leave shall be creditable for college seniority.

(f) Sabbatical leaves are not subject to the grievance procedure of this agreement.

ARTICLE XI

Unpaid Leaves of Absence

11.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than child rearing, must be made in writing no less than ninety (90) days prior to the effective date of such leave; notice to return must be made in writing no less than one semester prior to the date of return.

11.2 Child Rearing Leave

Unit members of either sex shall be granted unpaid leave of absence up to one (1) year for care of a newborn child under one-hundred-twenty (120) days of age at the time the leave commences (or for an adopted child less than five (5) years of age) provided that where possible at least sixty (60) days prior written notice is given the College. Unit members granted such leave must return at the start of the next work year. During such leave benefits shall be frozen.

11.3 Leave for Personal Reasons

A leave for personal reasons may be granted by the Board to a unit member upon mutual consent up to one year.

11.4 Leave for Professional Services

Leave to serve with AFT, its affiliates or an academic professional organization shall be granted for one year.

11.5 Leave for Advanced Study

Leave for advanced study in the unit member's discipline shall be granted for one year. This leave shall be creditable for College seniority.

11.6 Leave for Fulbright or Exchange Teaching

Leave for one year will be granted to any unit member upon application for the purpose of participating in a Fulbright or other educational exchange program. This leave shall be credible for College seniority.

11.7 Unpaid Leave Benefits

If legal and subject to the benefit plan, the Board shall permit unit members on unpaid leaves of absence to continue any and all benefits at their own expense. In addition, tuition waiver will be granted in accordance with Article XII, paragraph 12.1 while on an approved unpaid leave of absence.

ARTICLE XII

Faculty Privileges

12.1 Tuition Waiver

Subject to meeting entrance requirements, each unit member, his/her spouse (and dependent children through twenty-two (22) years of age) will be granted waiver of tuition and activity fee to credit and non-credit courses at the College. In any instance in which the agreement with a co-sponsoring organization for an offering prohibits access to courses, that agreement with the co-sponsor shall govern.

12.2 Early Childhood Education Center

Unit members will be granted the privilege to utilize the facilities of the Early Childhood Education Center for so long as it continues to exist and in conformity with the rates and rules of such facility.

12.3 Tuition Reimbursement

The Board of Trustees shall authorize payment to unit members for graduate study. Payment will be made subject to the following conditions:

(a) Courses must be submitted at least ten days prior to matriculation in such course(s) and are subject to approval by the President of the College or his designee.

(b) Upon successful completion of course work, reimbursement will be made to a maximum of $700 for 1987-88 and to $750 for 1988-89.

(c) Nothing herein preclude approval by the President or his designee of [illegible] courses.

12.4 Parking

A reserved parking area for unit members shall be provided.

[illegible]

ARTICLE XIII

Vacation for Twelve Month Unit Members

13.1 Each unit member shall earn pro rata vacation at the rate of 21 days in 1987-88 per year of active employment (to be 22 days pro rata in 1988-89). A total of ten vacation days may be carried into the subsequent year. Vacation time may be carried into the subsequent year except that no more than twelve days may be carried beyond October 15th of such subsequent year.

13.2 Unit member's preference as to the period during which he/she desires to take his/her vacation shall be given full consideration. Vacations must be taken at such times as are consistent with the best interests of the College.

13.3 If at the time of termination of employment a twelve-month unit member has accumulated vacation time, he/she shall be compensated for it up to

$$\frac{30 \text{ days}}{\underset{(5 \times 52)}{260 \text{ days}}} \times \text{ base salary.}$$

ARTICLE XIV

Retirement "Bonus"

14.1 A retirement "bonus" shall be effective June 30, 1987 based on a payment of $60 per accumulated sick leave day provided that:

(a) The unit member had been employed actively by the College for 20 years.

(b) Payment of this benefit requires at least a one year prior written notification.

(c) The unit member retires under the New Jersey Public Employees Retirement System or employing the same standards of this system if the unit member retires under the Alternate Benefit Program (TIAA-CREF).

(d) In cases where a unit member dies while actively employed and is eligible to retire as stated in 14.1 (b), the bonus will be paid to his/her estate.

14.2 If the years of a unit member's active College service is less than 20 but at least 10 full years, then the retirement "bonus" shall be proportional i.e., 11/20, 12/20 etc. to the maximum as per above.

14.3 The unit member may elect to defer the retirement "bonus" compensation up to 12 months.

ARTICLE XV

Grievance Procedure

15.1 A grievance is a claim or complaint by a unit member, group of unit members or the Federation hereinafter referred to as a Grievant, based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation of which constitutes a misrepresentation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees. In the event that a unit member or group of unit members or the Federation believes there is a basis for a grievance, it shall:

(a) Informally discuss the grievance with the appropriate administrator.

(b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required, signed by the Grievant. Every formal grievance shall be filed within four weeks of the occurrence or thereafter be barred. Two copies of the grievance shall be filed with the President of the College or a representative designated by him.

(c) Within one week of date of filing, the President of the College or his designee shall meet with the Grievant or his representative in an effort to resolve the grievance. The President of the College or his designee shall indicate his disposition of the grievance in writing within one week of said meeting.

(d) If the Grievant is not satisfied with the disposition of the grievance by the President of the College or his designee or if no disposition has been made within the time limits in paragraph (c), the grievance shall be transmitted to the Board of Trustees by the Grievant by filing a written copy thereof with the Secretary of said Board. The Board shall, within five calendar weeks of the date of filing, either allow the grievance or hold a hearing on the grievance. No later than one calendar week thereafter, the Board of Trustees shall indicate its disposition of the grievance, in writing, to the Federation. A grievance based on lack of contract offer by the Board of Trustees for non-tenured unit members shall be handled per Article V Section 3.3.

(e) If the Federation is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in paragraph (d), the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree on an arbitrator, he shall be selected pursuant to the rules and procedure of the American Arbitration Association, whose rules shall likewise govern the arbitration proceeding. Neither the Board nor the Federation shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the decision of the arbitrator.

(f) Subject to (g) below, the fees and expenses of the arbitrator shall be shared equally by the parties.

(g) No reprisals of any kind shall be taken against any unit member for participating in any grievance. If any unit member for whom a grievance is filed, processed or sustained shall be found to have been unjustly discharged, he or she shall be restored to his or her former position with full reimbursement of all professional compensation lost, and in addition the Board shall pay the entire cost of fees and expenses of the arbitrator. However, if the discharge is found to have been justified, the Federation shall pay the entire cost of fees and expenses of the arbitration.

(h) The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

(i) All documents, communications and records dealing with grievances shall be filed separately from the personnel file of the participants.

(j) It is agreed that each party shall furnish the other with any information in its possession necessary for the processing of any grievance or complaint.

(k) If a unit member or a supervisor has a matter which he wishes to discuss with the other, he is free to do so without recourse to the grievance procedure.

(l) No grievance shall be adjusted without prior notification to the Federation and an opportunity for a Federation representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

(m) A grievance may be withdrawn at any level.

15.2 Formal Grievance Procedure Form

NAME____

POSITION____

DATE OF GRIEVANCE___________________________________

DATE OF FILING______________________________________

NATURE OF GRIEVANCE:

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

SIGNATURE____

DATE REVIEWED BY PRESIDENT________________________

DATE OF MEETING WITH GRIEVANT________________________

DISPOSITION:

________________ SIGNATURE________________

RECEIVED BY SECRETARY OF BOARD OF TRUSTEES________________

GRIEVANCE ALLOWED________________________

HEARING________________________

DISPOSITION:

________________ SIGNATURE________________

[illegible]

ARTICLE XVI

Duration of Agreement

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation and supersedes each and every provision of all prior contracts between the parties. Except as specified, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

This Agreement shall be effective starting with the date of signing through June 30, 1989 subject to the following:

a) During the month of October 1988 either party may notify the other in writing of its desire to reopen the Agreement for negotiations for the subsequent year. Within thirty days of such notice, the duly authorized representatives designated by the parties will meet.

b) Salary adjustments for 1987-88 shall be retroactive to July 1, 1987.

At the conclusion of the above period, this Agreement shall continue from year to year thereafter unless either party shall give written notice to the other of its intention to terminate, modify, amend or supplement this Agreement.

SALARY SCHEDULE

10 Month Employees

	INSTRUCTOR II	INSTRUCTOR I	ASSISTANT	ASSOCIATE	PROFESSOR
1987-88					
Minimum	$21,500	$24,000	$26,000	$28,500	$31,000
Maximum	$32,290	$36,565	$39,600	$42,660	$44,510
1988-89					
Minimum	$24,000	$26,550	$28,600	$31,175	$33,700
Maximum	$34,800	$38,900	$43,000	$45,150	$47,250
Step Increments	387	643	698	774	608

Overload Rate: $620 for 1987-88 and $625 for 1988-89 per contact hour

Promotion Factor: $500.00 for 1987-88 and to $600.00 for 1988-89
plus the increment differential appropriate
to new rank.

NOTES:

1. Faculty Program Coordinators

Annual compensation for Faculty Program Coordinators if the position continues is determined in the following manner:

a. Three (3) equalized contact hours (ECH)

and

b. for 1987-88 $457 for 1 to 5.99 FTEF* or $833 for 6 to 10.99 FTEF or $1,209 for 11+ FTEF

c. for 1988-89: $491 for 1 to 5.99 FTEF or $895 for 6 to 10.99 FTEF or $1,300 for 11+ FTEF

* Full-time faculty equivalent equals full-time faculty members plus unduplicated adjuncts divided by 5.

Note: An appointed or elected coordinator may apply ECH to base load.

2. Coop Study/Telecourses/Independent Study

Compensation for Coop Study, Telecourse instruction and independent study is determined in the following manner:

	Number of Enrolled Students*	Base Rate	+ Stipend per Student
a.	1 - 15	215	35
b.	16 - 30	376	35

* Students registered for the course as of the 10th day of the semester/session.

3. Coordinator for Security Services

Annual compensation for service as Coordinator for Security Services if the position continues is determined in the following manner:

a. Fall Semester - 3 equalized contact hours (ECH)

b. Spring Semester - 3 equalized contact hours (ECH)

c. Summer - $1,242

APPENDIX C

HPER FACULTY COACHING COMPENSATION 1987-89

POSITION	EQUALIZED CONTACT HOUR
Baseball	6
Assistant Baseball	2
Basketball (M)	6
Assistant Basketball (M)	2
Cross Country	3
Assistant Cross Country	1.5
Golf	3
Soccer	6
Assistant Soccer	2
Tennis (M)	3
Tennis (W)	3
Volleyball (W)	3
Wrestling	6
Assistant Wrestling	2
Track (Outdoor)	6
Assistant Track (Outdoor)	3
Track (Indoor)	3
Assistant Track (Indoor)	1.5
Basketball (W)	4
Assistant Basketball (W)	2

NOTE: 1. Recreation/Intramural sports activities shall be convertible to contact hours on the basis of two (2) clock hours for each equalized contact hour.
2. Each HPER faculty member's contact hour is equal to fifty minutes.

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF MERCER COUNTY COMMUNITY COLLEGE

AND

THE MERCER COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION

1986-90

UNDER PROVISION OF THE PUBLIC LAWS OF

1968, CHAPTER 303, AND THE PUBLIC LAWS OF

1974, CHAPTER 123, OF THE STATE OF NEW JERSEY

TABLE OF CONTENTS

		Page #
	DURATION	2
ARTICLE I	RECOGNITION OF EMPLOYEE REPRESENTATIVE	3
ARTICLE II	NEGOTIATION PROCEDURE	5
ARTICLE III	RIGHTS OF THE PARTIES	7
ARTICLE IV	THE ROLE OF THE FACULTY	11
ARTICLE V	ACADEMIC RANK	20
ARTICLE VI	INDIVIDUAL FACULTY CONTRACTS	22
ARTICLE VII	EVALUATION	27
ARTICLE VIII	PROMOTION IN ACADEMIC RANK	39
ARTICLE IX	SALARY	44
ARTICLE X	FRINGE BENEFITS AND INSURANCE	48
ARTICLE XI	FACULTY FACILITIES	54
ARTICLE XII	FACULTY WORKLOAD	55
ARTICLE XIII	LEAVES	65
ARTICLE XIV	PERSONNEL FILES	78
ARTICLE XV	PRODUCTION AND USE OF INSTRUCTIONAL MATERIALS	81
ARTICLE XVI	TRAVEL	85
ARTICLE XVII	TENURE	86
ARTICLE XVIII	GRIEVANCE PROCEDURE	91
ARTICLE XIX	ACADEMIC FREEDOM	99
ARTICLE XX	REGISTRATION	100
ARTICLE XXI	PROFESSIONAL IMPROVEMENT	101
ARTICLE XXII	ADVISEMENT RESPONSIBILITIES	102
ARTICLE XXIII	REPRESENTATION FEE	103
ARTICLE XXIV	APPLICATION OF PROVISIONS OF AGREEMENT	105

678

DURATION OF THE AGREEMENT

This Agreement will become effective upon ratification by both parties and will continue in effect until June 30, 1990. Base salary increases are effective July 1 of each year and overload rate increases are effective with the Summer session.

This Agreement is subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

This Agreement is subject to the Association's right to negotiate Article IX for the 1989-90 fiscal year. These negotiations should commence no later than October 15, 1988.

ARTICLE I

RECOGNITION OF EMPLOYEE REPRESENTATIVE

A. The Board of Trustees of Mercer County Community College hereby recognizes the Mercer County Community College Faculty Association, Inc. as the exclusive representatives for collective negotiation in a unit of Mercer County Community College employees set forth in paragraph B hereof for the purpose of collective negotiations for terms and conditions of employment.

B. The employees included are:

1. Full-time teaching faculty.
2. Full-time professional personnel of the Instructional Resources and Telecommunications Divisions and Student Development Services Unit with academic rank.

C. The employees excluded are:

1. Administrative officers and administrative staff.
2. Part-time faculty and other part-time professional staff.
3. Technical Assistants.
4. Non-professional staff, craft employees and policemen.
5. Supervisors and managerial executives including all directors, division chairpersons, deans and registrars.
6. Professional support personnel (without faculty rank).

D. Unless otherwise indicated, the term "Association," when used hereinafter in this Agreement, shall refer to the Mercer County Community College Faculty Association, Inc.

E. Unless otherwise indicated, the terms "faculty" or "Professor(s)" when used hereinafter in this Agreement, shall refer to all professional academic employees represented by the Association in the negotiating unit as defined above. References to male faculty shall include female faculty. Unless otherwise indicated, the terms shall be understood to include faculty holding the ranks of Instructor, Assistant Professor, Associate Professor, and Professor.

F. Unless otherwise indicated, the term "Board", when used hereinafter in this Agreement, shall refer to the Board of Trustees of Mercer County Community College or its agents.

G. Unless otherwise indicated, the term "State" when used hereinafter in this Agreement, shall refer to the duly established Representatives of the State of New Jersey.

H. Unless otherwise indicated, the term "College", when used hereinafter in this Agreement, shall refer to Mercer County Community College.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement no later than 120 days prior to the Board's required budget submission date for fiscal year 1986-87.

B. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association all pertinent personnel records, data and information relevant to negotiating a successor Agreement.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations subject to approval by the Board and the Association.

D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

E. This Agreement incorporates the entire understanding of the parties on all matters pertaining to terms and conditions of employment. All changes in the terms and conditions of employment shall be implemented in accordance with Chapter 303, P.L. 1968, and Chapter 123, P.L. 1974.

F. This Agreement is subject in all respects to the laws of the State of New Jersey and the United States with respect to the powers, rights, duties and obligations of the Board, the Faculty Association and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, but all other provisions of this Agreement shall continue in effect.

G. Either party may establish a meeting during October, during January and during April to consider matters of general interest or concern regarding this Agreement, other than grievances. Additionally, such meetings may take place at other times, if mutually agreeable. Such meetings are not to be considered contract negotiation meetings but are intended as a means of fostering good employer-employee relations. These meetings may be attended by no more than three representatives of either party.

ARTICLE III

RIGHTS OF THE PARTIES

A. The Board agrees to furnish to the Association on request the monthly budget reports of the College, annual financial audits, registers of personnel who qualify as members of the Association and agenda and minutes of all Board meetings.

B. Negotiations, grievance proceedings, conferences, or meetings between parties to the Agreement shall be mutually scheduled so as not to interfere with their normal responsibilities.

C. Members of the Association employed by the Board may be permitted to transact official Association business on College property at reasonable times, provided there is no interference with or interruption of normal College operations and provided these activities do not interfere with their responsibilities.

D. Rooms at the College designated as available for general meeting purposes may be used for Faculty Association meetings without charge on regularly scheduled College business days and within business hours scheduled for any particular day. Arrangements shall be made in advance with the individual responsible for allocating academic space, the student center, or the gymnasium.

Sufficient space shall be provided and such use shall not interfere with the normal function of the College and shall be used for the legitimate purpose of the Association.

E. The Board agrees that the Association may provide in its own name (listing), and have sole financial responsibility for, a direct outside business telephone in the Association office for the placing and receiving of all off-campus telephone calls related to Association affairs. The Association agrees to provide, at its own expense all materials and supplies necessary for the conduct of the Association's affairs, except that the Board will allow use of a typewriter and spirit duplication (ditto) machine and all facsimile reproduction machines.

F. The Association shall have the right to post bulletins and notices relevant to the employees it represents on designated Association bulletin boards adjacent to the staff dining room and in each divisional office area. These bulletin boards shall measure 3 feet by 4 feet and be for the exclusive use of the Association.

G. The Association may use the inter-office mail facilities for official Association business providing this does not interfere with normal college operations.

H. The Associations shall normally be notified one week in advance, in writing, of time, date and agenda of all public meetings of the Board.

I. A representative of the Faculty Association may speak to any point on the Agenda of the Board at its regular monthly public session. If the representative wishes to speak on an issue which is not on the agenda, he may do so providing he has notified the President of the subject matter 48 hours prior to the Board meeting. Generally, the representative should limit his remarks to between five (5) and ten (10) minutes.

J. The Board agrees to honor each properly completed and signed continuing dues deduction authorization form of the Association in accordance with Chapter 233, N.J. Public Laws of 1969 (N.J.S. 52:14-15 9e) and under similar rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to a person designated by the Faculty Association. The person designated shall disburse such monies to the appropriate Association or Associations. Copies of Chapter 233 may be obtained from the Association President. These monies shall be transmitted by the 10th of the month following their collection.

K. The Association recognizes the Board's rights, duties and authority to manage and control the College pursuant to the authority conferred on it by the State of New Jersey and all applicable local, state and federal laws. The Board retains and reserves all rights of management and control of the College not limited by this agreement.

L. The Association and the Board mutually recognize that strikes and other forms of work stoppages are contrary to law and public policy and inimical to the general good and welfare of the entire Mercer County College community. Therefore, the Board and the Association agree with and subscribe to the principle that differences shall be resolved by peaceful and lawful means. The Association agrees that it shall not engage in, or counsel or instigate strikes or work stoppages.

M. No restrictions or responsibilities shall be placed on faculty during the activity period (11:00 a.m. - 12:30 p.m.) which occurs on the second Thursday of any month.

N. The Board agrees to provide the Association with a furnished office at a mutually agreed upon location for the exclusive use of the Association.

ARTICLE IV

THE ROLE OF THE FACULTY

The range of professional services which constitutes the faculty's role at the College is described in 3., below. Separate functions are listed for teaching, counseling and learning resources faculty members.

1. Faculty Member Responsibility

   A. Faculty members accept responsiblity for assigned individual workloads and related activities as determined by the annual establishment of professional objectives, described in Article VII. The Board does not expect each faculty member to perform every function each year.

   B. Faculty members are responsible for performing subject to the applicable College policies and procedures, and this Agreement.

2. Board Responsibility

   A. The Board is responsible for ensuring that individual workloads and objectives are developed with full consideration of individual faculty talents, interests and professional goals, consistent with College and Divisional concerns.

B. The Board is responsible for informing faculty members of the College policies and procedures which relate to their role.

3. Faculty Role

A. Teaching Faculty

The role of the Teaching Faculty is:

1. Teaching and Advising:
    - a. Presenting course content to students;
    - b. Guiding student class discussions;
    - c. Guiding and assisting students in laboratory, studio, field experience, clinical experience, work experience or other experiential learning activities;
    - d. Evaluating student learning;
    - e. Assisting students with coursework;
    - f. Assisting students to make decisions regarding courses and programs of study;
    - g. Performing essential preparation relative to assigned workload.
2. Instructional Support and Development:
    - a. Coordinating courses of instruction;
        - i. managing learning systems;
        - ii. coordinating and/or supervising the instructional efforts of others.

- b. Designing, evaluating and improving courses of instruction, including:
    - i. course objectives;
    - ii. instructional strategies/modes/techniques;
    - iii. methods/systems for evaluating student learning.
- c. Coordinating programs of study:
    - i. coordinating advisement;
    - ii. performing liaison with outside agencies.
- d. Designing, evaluating and improving programs of study.

3. Other Contributions:
    - a. Participating in College governance and operations through departmental or committee work, and the like;
    - b. Advising extra-curricular student groups or activities;
    - c. Representing the College in professional or community activities, student recruiting, and the like;
    - d. Otherwise voluntarily contributing to the College or to the community as an identified member of the College Faculty;
    - e. Developing individual ability for successful performance.

B. Counseling Faculty

The role of the Counseling Faculty is:

1. Counseling

    a. Personal counseling of students, including referral to other specialists or offices when appropriate;

    b. Counseling of students regarding college transfer;

    c. Counseling of students regarding career choice and preparation for job interviews;

    d. Counseling of students regarding academic problems and educational goals;

    e. Providing students with assistance related to college functioning;

    f. Participating in special programs and services of the Student Development Services unit.

    g. Maintaining records of counseling contacts.

2. Counseling Services Development:

    a. Developing counseling objectives for students in the assigned caseload;

    b. Developing strategies/modes/techniques for the achievement of counseling objectives;

    c. Developing methods for evaluating counseling processes;

    d. Maintaining liaison with divisions from which one's caseload is drawn.

3. Other Contributions:

    a. Participating in College governance and operations through departmental or committee work, and the like;

    b. Advising extra-curricular student groups or activities;

    c. Representing the College in professional or community activities and the like;

    d. Otherwise voluntarily contributing to the College or to the community as an identified member of the College Faculty;

    e. Developing individual ability for successful performance.

C. Learning Resources Faculty

The role of the Learning Resources Faculty is:

1. Operation of Learning Resources Systems:

    a. Performing system operation tasks such as circulation, cataloging, requisitioning and the like;

    b. Supervising aides;

    c. Maintaining records and preparing reports regarding system operation;

    d. Assisting users.

2. Learning Resources Services Development:

    a. Developing system objectives;

    b. Developing operational strategies/modes/techniques;

    c. Developing methods for evaluating achievements of objectives;

    d. Maintaining liaison with instructional departments and teaching faculty members;

e. Consulting with teaching faculty members with respect to learning resource utilization in instruction;

f. Assisting teaching faculty members regarding learning resource system use and operation.

3. Other Contributions

a. Participating in College governance and operations through departmental or commitee work, and the like;

b. Advising extra-curricular student groups or activities;

c. Representing the College in professional or community activities, and the like;

d. Otherwise voluntarily contributing to the College or to the community as an identified member of the College Faculty;

e. Developing individual ability for successful performance.

4. Faculty Authority and Responsibility

The following are principles and procedures in four areas wherein substantial overlap exists between legitimate individual teaching faculty professional concerns and College administrative concerns. The Board recognizes the right of professional faculty members to make the professional judgements necessary to fulfill their roles. The Association recognizes the Board's responsibility to establish and implement the philosophy mission, goals and objectives of the College. Each party recognizes its responsibility to focus on student needs.

A. Course Outlines

Faculty members are authorized and encouraged to make professional academic decisions regarding learning objectives and subject matter content for approved courses of instruction, subject to departmental review. Course outlines shall be prepared according to format guidelines specified by the Board. General learning objectives and general subject matter content for courses are subject to review through normal College procedures.

B. Selection of Instructional Mode

The Board recognizes its responsibility to solicit and fully to consider departmental and individual faculty recommendations regarding course instructional modes and class sizes. Within the guidelines determined by the Board, faculty members are authorized and encouraged to exercise professional academic judgement in the detailed determination of the instructional techniques appropriate for the achievement of course objectives. In any case wherein, in the faculty member's judgement, these guidelines provide a serious impediment to the achievement of course objectives, he is responsible for providing a detailed explanation and recommended alternatives to the Division Chairperson. The Board and the Faculty recognize a mutual responsibility to evaluate instructional modes and to be willing to adjust accordingly.

C. Selection of Instructional Materials

Faculty members are authorized and encouraged to make professional academic decisions regarding instructional materials and textbooks selected for courses. Those faculty members who are regularly assigned to the majority of sections of a particular course will constitute a committee to select instructional materials and textbooks for the course. Generally, a single set will be used. However, more than one set of instructional materials or text(s) may be chosen for a particular course for pedagogical reasons. Faculty members are responsible for the impact of their decisions upon students and the College. The Board reserves the right to review decisions concerning instructional materials. In cases where those decisions explicitly conflict with College philosophy, goals, objectives, economic priorities or documented understandings regarding the use of costly reusable materials, the Board may require alternatives. Whenever possible, such situations will be resolved via informal means. Faculty members have the right to use their own publications and individually-prepared materials, subject to the above.

D. Grading of Students

Faculty members are authorized and encouraged to exercise professional academic judgement to assign student grades, to determine methods for evaluation of students, and to specify detailed grading procedures and criteria for use by Technical Assistants in appropriate situations. Grades shall be established in accordance with established College standards and traditional academic prerogatives, and are subject to review and appeal through established College procedures. Faculty members are responsible for documenting student grading in a grade book, in an intelligible manner. The faculty member's official grade book, or a clear and complete copy which shall then be considered official, shall be submitted to the Division Chairperson within one week after final grades are required to be submitted to the Office of Registration and Student Records.

ARTICLE V

ACADEMIC RANK

A. Minimum Eligibility Requirements for Academic Rank[7]

Rank	Academic[6]	Experience[2]
Instructor	Master's Degree	None Required
	OR	
	Equivalent in Special Fields[3]	
Assistant Professor	Master's Degree, plus 15 graduate credit (post masters) in course work related to his position or toward a Doctorate, or equivalent[4]	4 years of full-time college teaching* or equivalent experience
	OR	
	Doctorate	None required
	OR	
	9 years of service to MCCC at the rank of Instructor	
Associate Professor[8]	Master's Degree, plus either 30 credits in a doctoral program, a second Master's degree, a CDP or licensure as a P.E., R.A., C.P.A., or license to practice law.	7 years of full-time college teaching*[1] or equivalent experience
	OR	
	Doctorate	4 years of full-time college teaching* or equivalent experience
	OR	
	MFA in Studio Art	
	OR	
	9 years of service to MCCC at the rank of Assistant Professor	
Professor[8]	Doctorate[5]	8 years of full-time college teaching* or equivalent experience
	OR	
	9 years of service to MCCC at the rank of Associate Professor	

B. Explanatory Notes

[1] At least three years of full-time college teaching are required for ranks above Assistant Professor.

[2] Two years of full-time high school teaching or business experience directly related to courses to be taught may be equated to one year of college teaching.

[3] A bachelor's degree and/or two years of relevant business or field experience may be an acceptable substitute in certain specialized fields, at the discretion of the College. This is above and beyond the experience requirements.

[4] Two or more years of relevant business, industrial, or teaching experience above and beyond that required to meet experience requirements may be considered equivalent to the 15 credits at the discretion of the College.

[5] The doctorate may be waived by the Board of Trustees only on the recommendation of the President, in specialized fields where advanced graduate work may be unusual, or typically not available. Recognized achievement in cerain fields may by an acceptable alternative. Degrees such as Sc.D., M.D., D.D.S., etc., may be acceptable, if related to the work at the College. A license as a professional engineer, registered architect, or a certified public accountant may be acceptable, if it is accompanied by significant research achievement and publications or production comparable to the publishing of a doctoral thesis.

[6] Academic preparation shall be related to the faculty member's responsiblility to the College as indicated in this employment contract and as determined by the chairperson and dean.

[7] Librarians and counselors shall be assigned academic rank and shall be eligible for promotion.

[8] For these, a candidate must have four years in the current rank at MCCC.

*"Teaching" as used in this Article embraces library service for librarians and counseling service for counselors.

ARTICLE VI

INDIVIDUAL FACULTY CONTRACTS

A. Appointments and reappointments are normally limited to one academic year as defined in Article XII until the faculty member attains tenure. An initial appointment may be made for a period of two years under exceptional circumstances.

B. When a prospective employee is offered a position via an individual contract, he shall be provided with a copy of this Agreement. The individual contract shall include:

1. The duration for which the appointment is effective.
2. The specific salary.
3. The name of the College.
4. Academic rank.
5. Academic Division or other organization unit.
6. Special provisions.

C. Upon signing and returning the contract, the faculty member is committing himself to employment at the College in accordance with the terms of the contract. In the event any faculty member is not certain that he will be able to perform in accordance with the provisions of the contract, he should discuss his situation in detail with the appropriate division chairperson or director, the appropriate dean, and the faculty association prior to signing an amended contract if such is agreeable to the Board.

D. Notice of non-reappointment shall be given in writing not later than May 15 to first-year faculty members hired after January 1, not later than April 15 to first-year faculty members hired after November 1, not later than March 15 for other faculty members in their first year of service and those in their second year of service, not later than February 15 for those in their third year of service, and not later than January 15 for those in their fourth and fifth years.

E. Under extraordinary circumstances, it may become necessary to hire a full-time faculty member for less than a full academic or fiscal year. In such cases, compensation will be prorated according to an annual salary rate from the date duties commence to the end of the individual contract. He shall be accorded all privileges of a full-time faculty member.

F. Except under extraordinary circumstances, faculty members shall give the Board at least thirty (30) days notice prior to the effective date of their resignation.

G. Reduction in Tenured Staff

Whenever it is absolutely necessary to decrease the number of tenured faculty because of insufficient funds or a decrease in student population, the Board may place the necessary number of tenured faculty members on lay-off status without pay. If a reduction in force is being considered, the Board shall notify and consult with the Assocation explaining relevant facts and rationale as soon as is practicable but not later than January 10th before the proposed reduction is to take place. Specifically, this consultation shall include a review of the seniority list as defined below, and of the list of individuals to be affected by the proposed reduction. Faculty who will be placed on such lay-off shall be notified on or before February 1st.

Any reduction in tenured staff shall be carried out within divisions or areas in inverse order of seniority according to the following standards and conditions:

a. The Board will maintain a faculty seniority list, which will be available to the Association upon request. Length of full-time service at the College shall determine the order of placement on the seniority list for all tenured faculty. In case of tenured faculty members with identical seniority, academic rank shall prevail. In case of tenured faculty members having identical seniority and academic rank, seniority in rank shall prevail. In the event that more than one person still occupies the same position on the seniority list, then in the presence of an Association Representative, the names shall be drawn at random to determine postion on the seniority list.

b. No tenured faculty member with appropriate qualifications shall be subject to lay-off before non-tenured faculty members are released.

c. No tenured faculty member shall be subject to lay-off while any person is teaching in the area on an adjunct or overload basis.

d. Faculty members are exempt from lay-off regardless of seniority if no other qualified member would remain to fill the postion and, as a result, a program of instruction or essential courses would have to be eliminated.

e. No tenured faculty member placed on such a lay-off shall be precluded from securing other employment during the period of such a separation.

f. No new appointments shall be made while there are available persons who are laid-off and qualified to fill the position.

g. Such a lay-off shall not result in the loss of status, rank, or credit for years of service attained prior to the lay-off. Salary shall be at least the same as it would have been when lay-off status commenced.

h. For any person placed on such a lay-off, the Board shall continue to contribute its share toward health benefits as provided for within the regulations of the applicable health benefits program.

1. Recall

Faculty members placed on lay-off status shall be recalled in order of seniority according to the needs of the College as related to demands within specific areas. Faculty members on lay-off status are entitled to re-employment rights as follows:

1. If a position exists within the College for which the faculty member is qualified, the individual shall be notified by certified mail. Within ten (10) days from the receipt of the written offer to return to employment, the individual shall accept the position by replying in writing or he shall forfeit all rights to re-employment. If an individual accepts the postion he is offered, he shall have thirty (30) days from the notification date to return to work or until the beginning of the semester so designated, whichever is later.

2. Faculty on lay-off status and the Association shall be notified by certified mail on or before April 1 of their status for possible recall for the next academic year. Faculty members on lay-off status are entitled to remain subject to recall for a period of three (3) years from the effective date of lay-off. The faculty member shall notify the President, in writing by April 15 of his intent to remain subject to recall or he shall forfeit all rights to re-employment.

3. It shall be the faculty member's responsibility to maintain a current address with the Personnel Office. If the individual cannot be contacted because of failure to leave a current address, the Board is relieved of its responsibility to the individual and he shall forfeit all rights to re-employment.

4. Faculty members on lay-off status will be given preference for available part-time assignments for which they are qualified. Special consideration will be given to unemployed faculty members.

H. The Board retains all rights provided by law and not restricted by other provisions of this contract regarding the annual reappointment of non-tenured faculty. However, non-tenured faculty members who are not reappointed will upon request be considered candidates for future positions.

ARTICLE VII

EVALUATION

A. Division Personnel Committee

1. Each academic division or other unit or department which contains faculty members shall have a Division Personnel Committee (DPC) which shall evaluate faculty members and make recommendations with respect to promotion and retention. Committees applicable to divisions or units in which not all faculty members are directly supervised by a Division Chairperson shall be determined not later than May 10 for the following year by the President, in consultation with the Association.

2. The Division Personnel Committee consists of the Division Chairperson (or appropriate unit head) and one tenured faculty member for every four (or portion thereof) faculty members assigned to the division or unit. Members of the DPC shall be elected during a division meeting in May of each year. The elected member's term of office shall be one year. The Division Chairperson shall serve as Chairperson of the DPC.

3. If a Division does not contain enough tenured faculty members to fill its DPC, the Dean shall appoint the necessary number of tenured faculty members from other divisions, after consultation with the President of the Association.

4. A resignation of a member of this Committee during the academic year necessitates a new election within ten (10) days of the written acceptance of that resignation by the Chairperson. If a vacancy occurs after May 30, a replacement shall be elected within (10) days of the beginning of classes in the Fall semester.

B. Evaluation Criteria

1. Faculty members shall be evaluated in accordance with their objectives and assigned workload during the evaluation period.

2. The private and personal life of a faculty member is not within the appropriate concern or attention of the DPC or the Board.

C. Evaluation Procedure

1. Self-Evaluation

Each Spring, the President, full Deans and six elected faculty members will meet to discuss College priorities and objectives for the coming academic year. The final list of College-Wide Objectives for the year will be distributed to all faculty members upon its completion. Prior to the end of September of each academic year, each division or appropriate unit (under the leadership of its Chairperson or unit head) will complete a list of its objectives for the year. By October 15 of each academic year (June 15 for twelve-month faculty members), each faculty member shall submit for Chairperson review a proposed list of professional objectives for the year, together with an outline of plans to accomplish these objectives. These objectives should reflect full consideration of:

a. the role of the faculty (Article IV),
b. the division or unit's objectives for the year,
c. individual interests and capabilities,
d. current and anticipated workload assignments.

If the faculty member and the chairperson cannot agree on a list of objectives, the appropriate dean shall review the differences and render a final decision, after consultation with the appropriate DPC. Objectives and plans are subject to periodic review, and modification by mutual agreement between the faculty member and the chairperson, during the academic year.

Within one week after the submission date for Spring semester final grades, the faculty member shall submit to the chairperson a written evaluation of his performance in view of his objectives for the year. The self-evaluation document should be complete and comprehensive, and should attempt to bring to the attention of the College areas of concern, both positive and negative, that may be of future value to the College, the division or unit and/or the individual.

Any faculty member may submit a preliminary self-evaluation at any time during the academic year, for consideration during review of his candidacy for promotion or retention.

2. Visits

a. Definitions

Formal evaluation visits shall be defined as follows:

i. Teaching Faculty

A visit consists of attendance by one or more evaluators (as described below) for the purpose of observing a teaching faculty member in the conduct of a specific portion of his assigned responsibilities. Usually, this consists of attendance at a single meeting of a class, either in a lecture, classroom, seminar, laboratory or studio format.

Alternatively, if the faculty member has a significant workload responsibility for some other operational function, a visit may consist of observation of the performance of that function. Examples include the supervision of clinical or field experience, work on a major instructional development project, management of a complex learning system, or other assignments for which instructional workload reductions are authorized. Formal observation of such functions shall be conducted either by a sequence of individual evaluators during one day or two half-days within a week, or simultaneously by more than one evaluator during one half-day.

ii. Counseling Faculty

A visit consists of a series of individual observations by evaluators (as described below) of a counselor in the normal pursuit of his assigned counseling responsibilities. Each formal visit may contain up to four individual observations which may occur in either one day or two half-days within a week.

A visit shall be suspended if the student being counseled expresses a desire that the session be private. The counselor may without prejudice give the student such an opportunity if the counselor deems that the sensitivity of the session warrants it. The visit will either be resumed at the completion of that session or be rescheduled by the evaluator.

iii. Learning Resources Faculty

A visit consists of a series of individual observations by evaluators (as described below) of a faculty member in the normal pursuit of his assigned responsibilities. Each formal visit may contain up to four individual observations which may occur in either one day or two half-days within a week.

b. Non-Tenured Faculty

i. A non-tenured faculty member shall be visited in a teaching/counseling/library situation three times each year.

ii. Two visits shall be conducted by up to three (3) members of the Division Personnel Committee and the third visit by the Chairperson and/or Dean. A fourth visit may occur by a second chairperson, if the faculty member is also performing services in that chairperson's department. Additional visits may be requested by the Division Personnel Committee.

iii. The faculty member may request and receive additional visits, and may request additional Division Personnel Committee evaluators to be present during any visit.

c. Tenured Faculty

i. Each tenured faculty member shall be visited in a teaching/counseling/library situation on a schedule to be determined by the DPC. There shall be one visit every third year by the Division Chairperson and one faculty member of the DPC. However, additional visits shall be conducted as considered appropriate by the DPC in order to assure completeness and fairness in completing its evaluation and recommendation responsibilities.

ii. The faculty member may request and receive additional visits, and may request addtional DPC evaluators to be present during any visit.

d. Visit Report

Within five (5) working days following each visit, the faculty member will be given a copy of a completed visit report. Within five (5) working days of receiving the report, he shall have the opportunity to discuss and respond to the results of the visit with the person who prepared the report. Within five (5) working days of this discussion, copies of the final report shall be given to the faculty member and to the Personnel Office for placement into his personnel file.

e. Advance Notice

Visits may occur at any time during the academic year. The faculty member shall know of the visit at least twenty-four (24) hours in advance. Should the pending visit be scheduled when an examination or other activity not conducive to effective evaluation is taking place, it shall be rescheduled.

3. Student Evaluation

Students who are served by the faculty member shall be given the opportunity to comment upon the faculty member's performance and effectiveness. This opportunity shall exist in three forms:

a. Unofficial Student Feedback

Each faculty member shall request evaluation from students at least once each semester. This request shall use any form which the faculty member desires. The results of this evaluation shall be unofficial and shall be administered and received by the faculty member for his own use.

b. Official Student Evaluation at Faculty Member's Request

If a faculty member wishes to have student evaluation included as part of his formal evaluation during a given academic year, he may request the Division Personnel Committee to administer a student evaluation. The DPC will determine which student evaluation forms are to be used and which students will be asked to participate. The DPC shall prepare a summary report based upon the results of the student evaluation. A copy of this summary report shall be given to the faculty member and the original shall be forwarded to his personnel file.

c. Official Student Evaluation at DPC Request

At its discretion, the DPC may require student evaluation of a given faculty member. The procedure described in (b) above shall apply.

4. Summary Evaluation

a. Evaluation is a continuous process which extends throughout the academic year; however, a faculty member must be apprised periodically of his performance and given an opportunity to respond to his evaluators. Each year, the Division Chairperson shall prepare a summary evaluation including suggestions for improvement of each faculty member, following the procedure below. The Chairperson shall consider all available information.

b. Procedure

i. At least one (1) month prior to the appropriate date below, the Chairperson shall distribute draft copies of the summary evaluation to the members of the DPC.

ii. The Chairperson shall meet with the DPC to solicit their comments and suggestions for modifications. The resulting summary evaluation shall then be prepared for formal reaction by the DPC.

iii. Each DPC member must either sign the Chairperson's copy of the evaluation to signify agreement, or write a commentary which specifically addresses his agreements or disagreements with all or parts of the evaluation.

iv. The Chairperson shall then give a copy of the summary evaluation and any commentaries to the faculty member.

v. The Chairperson shall then meet with the faculty member to discuss the evaluation and commentaries. If the Chairperson elects to modify the evaluation, the DPC shall be given the opportunity to modify its commentaries.

vi. The final evaluation and commentaries shall be forwarded to the faculty member and his personnel file at least five (5) working days prior to the appropriate date below. The faculty member may respond in writing to the summary evaluation and to the commentaries on or before that date.

vii. The correct order of filing the summary evaluation documents in the personnel file shall be: faculty member's response, summary evaluation, DPC commentaries. These shall be affixed together.

viii. If a faculty member of the DPC fails to submit or modify a commentary or to sign the summary evaluation as specified above, this will be considered agreement with the summary evaluation.

c. Summary evaluations shall be completed in accordance with the schedule indicated below:

i. December 15 for all probationary faculty members in their fourth and fifth years of service.

ii. January 15 for all probationary faculty members in their third year of employment.

iii. February 15 for all probationary faculty members in their second year of employment and those in their first year of employment who were hired on or before November 1.

iv. March 15 for all probationary faculty members in their first year of employment who were hired after November 1, but prior to the spring semester.

v. May 1 for all probationary faculty members who were employed initially after the start of the spring semester of that year.

vi. By the end of the academic year for tenured faculty members.

D. Evaluation Forms

1. Self-Evaluation

Self-evaluation is based upon a faculty member's objectives. No official form is required.

2. Visits and Summary Evaluation

All evaluation forms for visits and summary evaluations shall be subject to mutual development and approval by the Board and the Association. The forms in use as of Spring 1980 shall continue to be official until such time as replacement forms are developed and approved by the President of the College and the President of the Faculty Association. Such new forms shall then continue in use until further replacement forms are developed and approved in the same fashion.

3. Student Evaluations

No restrictions apply to student evaluation forms. The Board will attempt to provide faculty members with a choice of evaluation forms for use in unofficial student evaluations. The DPC is free to determine which student evalution form shall be used in any official student evaluation.

E. DPC Recommendations

1. Promotion

Promotion recommendations are described in Article VIII.

2. Retention

Retention recommendations shall be prepared by the DPC and forwarded to the appropriate Dean not later than the applicable summary evaluation deadline as specified above.

ARTICLE VIII

PROMOTION IN ACADEMIC RANK

A. Academic Rank

Academic rank is a means of recognizing the accomplishments of faculty members. The judgement of the relative merit of candidates for promotion must be guided by certain criteria: (1) quality of teaching, librarianship or counseling, etc.--teaching must not be regarded as confined to the classroom; it extends to advisement, formal and informal; (2) contribution to the Division and to the College; (3) professional growth. A faculty member may be considered for promotion during or after his third year of service and must have the minimum background and experience required for the academic rank for which he is a candidate. Promotion is not automatic, but if granted, it becomes effective in the current summer session. Consideration for promotion is limited to tenured faculty members.

B. Division Personnel Committee Recommendation

1. By January 15, all members of a division who believe themselves eligible for promotion and wish to be considered should so inform the Division Chair by completing a Faculty Promotion Application. This will be forwarded to the DPC.

2. By February 1 of each year, each DPC shall review the application forms and the personnel records of all faculty members who have applied to determine those who meet the minimum eligibility requirements for promotion.

3. This Committee shall evaluate the members of the division, and make formal recommendations for promotion by majority vote of the whole committee. In the event of a tie vote, the Faculty Personnel Committee shall consider the candidates. The committee's recommendation shall be forwarded to the Faculty Personnel Committee by March 1.

4. A member of the Division Personnel Committee shall not participate in judgement of his own or relative's possible promotion.

5. The recommendation shall include a priority order by rank if more than one faculty member is being recommended for promotion to a given rank.

6. The Division Chairperson shall inform all departmental faculty as to those individuals who have been judged eligible for promotion and those who have been recommended for promotion by the DPC.

7. The individual faculty member is responsible for insuring that his personnel file includes all pertinent documents that may have a bearing on his promotion.

717

C. Faculty Personnel Committee

1. Membership shall consist of 4 full professors and 1 associate professor, who shall be selected by the faculty by January 15. One of the members will be selected by the Committee as Chairperson.

2. No candidate for promotion shall be eligible for membership in the FPC.

3. The first FPC, constituted as stated in #1, in conjunction with the President, shall develop criteria for promotion.

4. The Committee shall verify minimum eligibility for promotion prior to considering any individual's candidacy.

5. The Committee members shall vote individually for each eligible candidate and a majority vote of the entire Committee shall constitute a recommendation.

6. Individuals being considered for promotion shall be offered the opportunity to appear before the Committee.

7. The FPC shall recommend to the President a number equal to at least 25% more than the total available promotional slots in each rank.

718

8. The Committee shall prepare a list of those recommended for promotion and include a priority listing where more than one individual is being recommended for promotion to a given rank.

9. The Committee's recommendations shall be forwarded to the President, and the FPC Chairperson shall inform each individual who has been recommended by his DPC as to whether or not the FPC has recommended him for promotion, by April 15.

D. Presidential and Board Action

1. By February 1 of each year, the President shall inform the FPC of the number of available promotional slots in each rank.

2. The President shall review the Faculty Personnel Committee's recommendations and confer with the Committee prior to forwarding his recommendation to the Board. The President shall also confer with all individuals who have been recommended for promotion by the Faculty Personnel Committee. The decision of the Board, which shall occur no later than its June meeting, shall be final.

3. In the event that the President promotes a faculty member not recommended by the FPC, this will constitute an additional promotional slot and will not be used to fill one of the slots for which the FPC has recommended candidates.

E. Other Recommendations

Deans or Division Chairpersons are free to prepare written recommendations (positive or negative) on all candidates recommended for promotion by the Division Personnel Committee. The Deans or President are free to recommend individuals for promotion who have not be considered or recommended at the division level.

ARTICLE IX

SALARY

A. Salary Ranges - 10 Month Faculty

	1986-1987		1987-1988		1988-1989	
	Min.	Max.	Min.	Max.	Min.	Max.
Instructor	18,500	29,036	19,240	30,197	20,010	31,405
Assistant Professor	20,234	34,875	21,043	36,270	21,885	37,721
Associate Professor	23,796	41,683	24,748	43,350	25,738	45,084
Professor	27,217	47,271	28,306	49,162	29,438	51,128

B. Salary Ranges - 12 Month Faculty

115% of those applied to 10 Month Faculty.

C. Salary Increases

1. For the Academic Year 1986-87, individual faculty members in the several ranks, employed for the Academic Year 1985-86 will receive an amount equal to their 1985-86 base salaries plus a salary increase of 6%. However, such increase shall not exceed the maximum for the range indicated in A above.

2. For the Academic Year 1987-88, the individual faculty members in the several ranks, employed for 1986-87 will receive an amount equal to their 1986-87 base salaries plus a salary increase of 5%. However, such increases shall not exceed the maximum for the range as indicated in A above.

3. For the Academic Year 1988-89, the individual faculty members in the several ranks, employed for 1987-88 will receive an amount equal to their 1987-88 base salaries plus a salary increase of 5%. Additionally, those faculty members receiving salary increases for 1988-89 shall be placed on a salary guide to be mutually developed by representatives of the College and of the Faculty Association. If it becomes necessary to increase individual salaries beyond the 5% as indicated above in order to effect placement on the guide, such additional increases shall be acceptable to the extent that they do not exceed a total of $10,000 for the unit.

4. For the academic year 1989-90, the individual faculty members in the several ranks shall receive an amount equal to their 1988-89 base salaries plus a 3% minimum increase on top of a 3% guide.

D. Compensation for overload and summer teaching will be based on semester contact hours. Effective with the Summer 1986 session, applicable pay rates shall be $460 per semester contact hour for all ranks. Effective with the Summer 1987 session, applicable pay rates shall be $480 per semester contact hour for all ranks. Effective with the Summer 1988 session, applicable pay rates shall be $500 per semester contact hour for all ranks.

E. Compensation for teaching in special non-credit training and community service programs which are directly related to the faculty member's discipline will be an appropriate hourly rate based on "D" above. Compensation for voluntarily teaching in avocational or general-interest non-credit programs will be subject to prior individual agreement with the responsible office.

F. Teaching faculty members shall receive forty ($40) dollars per semester contact hour in addition to their normal compensation for all semester contact hours which they physically conduct within correctional institutions inside Mercer County (including Yardville). For all semester contact hours physically conducted in out-of-county correctional institutions, workload shall be computed at the rate of one-and-one-quarter (1¼) semester contact hours per semester contact hour taught. Counselors shall receive up to three hundred ($300) dollars per semester in addition to their normal compensation. This three hundred ($300) dollars shall be prorated in keeping with that proportion of his normal work week a counselor spends within a correctional institution (i.e., 50% of work week within correctional institutions will result in an additional one hundred fifty ($150) dollars).

G. A faculty member promoted to a higher rank shall receive the salary increase appropriate to the new rank. If this increase does not bring his salary to the minimum for the new rank, his salary shall be placed at the minimum for the rank. During 1986-87 and 1987-88 he shall receive in addition an increase of one thousand ($1000) dollars. For 1988-89, faculty members promoted to a higher rank shall receive an additional minimum increase of one thousand ($1000) dollars and be placed on the appropriate step of their new rank salary guide.

H. Faculty members employed after January 1, in any academic year will receive only fifty percent (50%) of the increase for that academic year. However, upon recommendation of the President, they may receive the full increase.

I. The Board reserves the right, at the recommendation of the President, to grant individual faculty members increases which exceed those indicated above providing these increases do not cause the faculty member's salary to exceed the maximum for his rank.

J. The increase indicated above will be granted only upon evaluation of satisfactory service.

K. In the event an instructor accepts an assignment which affects the number of contact hours or student contact hours, it shall be at his discretion to select which course and/or section shall be used for purposes of computing overload.

L. No faculty member shall be required to assume all or part of another faculty member's workload without full compensation. Such compensation shall be computed at the overload rate.

M. Faculty members performing nonteaching duties on an overload basis (extended contract) shall be compensated on a pro-rated basis (10% for 17.3 working days of service in 1984-85 and 10% for 17.2 working days of service in 1985-86 and thereafter). If this service is performed after commencement, the salary base shall be the one in effect the following September.

N. Faculty members who have completed five (5) or more years of continuous service will receive longevity payments according to the following schedule:

	1986-87	1987-88	1988-89
Five years	$ 200.00	$ 300.00	$ 400.00
Ten years	500.00	600.00	700.00
Fifteen years	800.00	900.00	1,000.00
Twenty years	1,100.00	1,200.00	1,300.00
Twenty-five years	1,400.00	1,500.00	1,600.00
Thirty years	1,700.00	1,800.00	1,900.00

Longevity payments commence with the first day of the first full pay period following the anniversary of hire. Any such payment shall not be restricted by the maximum in the salary range and shall be included for pension purposes.

ARTICLE X

FRINGE BENEFITS AND INSURANCE

A. Pensions

Retirement plans for all full-time faculty are provided by law in the following manner:

1. All newly-appointed faculty with academic rank must, if they are not members of the Public Employees Retirement System (PERS) or Teachers' Pension and Annuity Fund (TPAF) under statute, enroll in the Alternate Benefit Program (ABP).

2. All newly-appointed faculty who are enrolled in TPAF when employed, have an option to transfer to PERS or to participate in ABP. Under no circumstances may any new faculty member continue membership in TPAF unless the new faculty member is transferring existing membership from one New Jersey county college to another.

3. All newly-appointed faculty with academic rank, who are active members of PERS when appointed have an option to remain in PERS or to participate in ABP.

B. Insurance

1. All faculty participating in Alternate Benefit Program, PERS and TPAF pension plans shall be entitled to life insurance benefits in accordance with the respective ABP, TPAF, and PERS plans.

2. The faculty shall have the opportunity to enroll in the Public School Employee's Health Benefit Act of the State of New Jersey, which will cover those faculty members and their dependents in accordance with the statutes and regulations adopted by the State Health Benefits Commission.

3. The Board will pay the premium for full coverage for the faculty member and his eligible dependents under the basic Blue Cross/Blue Shield Rider J or HMO programs provided through the N.J. State Health Benefits Program. The Board will also pay the premiums for Major Medical coverage for both the faculty member and his eligible dependents who are covered under the basic Blue Cross/Blue Shield plan.

4. Life insurance coverage under ABP, TPAF and PERS will be continued for a one year period if an unpaid leave is granted to fulfill the residency requirement for an advanced degree or for maternity. This insurance coverage is continued for a two year period if an unpaid leave is granted for illness.

C. Dental Insurance Plan

The Board shall continue to provide a dental care program for eligible faculty members and their eligible dependents. All increases in premium during this contract shall be paid by the Board.

D. Tuition Remission

Faculty members, their spouses and dependent children may attend Mercer County Community College courses for credit without payment of tuition and fees. However, these individuals are responsible for extraordinary fees (flight training, etc.) as paid by other students enrolled at the College. Faculty members, their spouses and dependent children shall be subject to the same rules and regulations as regular students of the College.

Dependent children shall be those defined by the Internal Revenue Code of the United States.

E. Prescription Drug Program

The Board will provide faculty members with a Prescription Drug Program (exclusive of contraceptives). This program shall have a co-payment no greater than that agreed to by the State of New Jersey for its own employees.

F. Early Retirement

Upon retirement, each faculty member, counselor, or librarian will receive a payment for a portion of accumulated sick leave according to the following schedule:

Age	% of Sick Leave	Maximum Payment
55	30%	$6,800
56	29%	6,550
57	28%	6,300
58	27%	6,050
59	26%	5,800
60	25%	5,550
61	24%	5,300
62	23%	5,050
63	22%	4,800
64	21%	4,550
65	20%	4,300

These payments shall be calculated on a daily rate based on the base annual salary for a 10-month appointment.

G. Health Insurance at Retirement

Effective July 1, 1986, the College will provide hospital/medical insurance to eligible retired employees who retire after that date, consistant with the provisions of Chapter 88, Public Law 1974.

H. Optical Program

Effective July 1, 1986, the College will provide faculty members with optical insurance as follows:

a. The coverage shall be $25 for regular prescription eye glasses and $30 for bifocal glasses or more complex prescriptions. Included are all eligible full-time employees

and their eligible dependents (spouse and unmarried children under 23 years of age who live with the employee in a regular parent/child relationship). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of 60 days.

b. Full-time employees and eligible dependents, as defined above, shall be eligible for a maximum payment of $25 or the cost, whichever is less, of an eye examination by an ophthalmologist or an optometrist.

c. Each eligible employee and dependent may receive only one (1) payment for glasses and one (1) payment for examination per 24-month period. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

ARTICLE XI

FACULTY FACILITIES

A. An attempt will be made to continue to provide two-person offices for teaching faculty members housed in college buildings. Counselors will have one-person offices.

B. An attempt will be made to continue to provide a telephone for each faculty member in his office. However, in no case shall there be fewer than one telephone per faculty office.

C. Staff lounges will be provided in the LA, MS, BS, ET, AD AND LB buildings.

D. Conference rooms will be provided in major academic buildings.

E. Parking at the main campus shall be provided at no cost for faculty members. Free access will be provided to both East and West staff parking lots. In the event that this policy of free access proves unworkable, the problem shall be resolved according to the provisions of Article II, Section G. In addition, the Board will provide free parking space at all other locations at which instruction takes place on a regular basis.

F. A staff dining room will be maintained on the main campus.

ARTICLE XII

FACULTY WORKLOAD

A. The academic year (ten months) begins at least five working days prior to the beginning of Fall semester classes and extends through commencement exercises. For the 1984-85 academic year, faculty members shall not be required to provide services for more than one hundred seventy-three (173) days scheduled within not more than thirty-seven (37) different calendar weeks. For the 1985-86 academic year and thereafter, faculty members shall not be required to provide services for more than one hundred seventy-two (172) days scheduled within not more than thirty-seven (37) different calendar weeks. Periods that faculty members are not required to provide services shall include official college holidays and scheduled Spring and Christmas recesses and at least the first five (5) weekdays after the New Year's Day holiday except for the following two restrictions:

1. If it is necessary to staff various areas (Library, Counseling, etc.) during periods other than those allowed above, the faculty member so required shall, at his option, receive prorated pay or compensatory time.

2. If it is necessary to schedule Fall classes or final examinations in early January, faculty members thereby affected shall receive compensatory time scheduled with the approval of the Division Chairperson.

Twelve month faculty members shall work the same work year as ten month faculty members plus the entire period between work years exclusive of College holidays, and shall be entitled to 20 vacation days during each year. Vacation days shall accumulate at the rate of five (5) days every three (3) months of continuous employment. Vacation leave must be taken within two years of its accrual or it is forfeited. In addition, twelve-month faculty members shall be entitled to as many additional days as are necessary to comprise a total of fifteen (15) days when considered in combination with the early January weekdays described above.

Consistent with the provisions of Article VII, Section D, each teaching faculty member shall participate in individual, divisional or College-wide activities relating to professional objectives or development during the work year when classes are not in session.

Each ten-month faculty member may, subject to the approval of the Division Chairperson, begin the academic year one week early in exchange for compensatory time during the year.

B. Formal semester contact instructional hours constituting normal load for teaching faculty members are as indicated below for the ten month academic year:

1. All theory, lecture, seminar, recitation and/or classroom instruction: 15 hours per semester (30 hours for the academic year), unless the individual is responsible for a minimum number of student contact hours within 13 or less semester contact hours as indicated below:

Semester contact hours	9	10	11	12	13	14
Student contact hours*	900	800	700	600	550	535

*Based upon official enrollments at the close of registration, counting largest enrollment sections first, and adjusted upwardly if necessary at the close of late registration.

2. All laboratory or certain non-laboratory classes such as shop, studio, clinic, or a combination of these with theory, lecture, seminar, recitation and/or classroom instruction:
   - --17 hours per semester for the Fall 1984 semester
   - --16 hours per semester for the Spring 1985 semester
   - --15 hours per semester for the Fall 1985 semester and thereafter,

   unless 14 or less semester contact hours as indicated above.

Should a faculty member be assigned 17 hours of combination lecture and laboratory instruction for the Fall 1984 semester or 16 hours of combination lecture and laboratory instruction for the Spring 1985 semester of which 15 or more are classroom hours, 15 of the classroom hours will constitute his normal load and the balance of the instruction becomes overload.

3. For faculty members teaching English composition courses, a full normal load shall be:
   --14 semester contact hours of EG101 and/or EG102 instruction for the 1984-85 academic year;
   --13 semester contact hours of EG101 and/or EG102 instruction for the 1985-86 academic year; and
   --12 semester contact hours of EG101 and/or EG102 instruction for the 1986-87 academic year.

   However, such faculty members shall be limited to six semester contact hours of overload during the fall and spring semesters.

C. Twelve-month faculty members shall have a maximum of six semester contact hours of normal workload during the summer, in addition to the above workload for the balance of the year.

D. If no reduced workload is attained by the table in B above, each hour of large group instruction (95 or more students) shall be considered as one and one-half hours in calculating normal load.

E. Semester contact hours shall include any regularly scheduled instructional activity (laboratory, classroom, lecture, shop, studio, learning, lab., etc.).

Semester hour equivalents for selected non-traditional instruction assignments shall be as follows:

1. Small Group Instruction - 1 semester contact hour per 15 student contact hours.
2. Independent Study - 1 semester contact hour per 27 student credit hours.
3. Cooperative Education/Field Experience Supervision - 1 semester contact hour per 20 student work days.
4. Allied Health (other than Nursing) Clinical Supervision - 1 semester contact hour per 10 student work days.
5. TV - Seminar Systems - 1 semester contact hour per 50 student credits, through 300 student credits, then 1 semester contact hour per 75 student credits thereafter.

For each of the above, fractional proration of hours will occur as required (e.g. for SGI: 21 student contact hours = 1.4 semester contact hours).

F. Teaching faculty members will schedule (exclusive of activity periods) five (5) student conference office hours per week, distributed so as to make them available to the maximum number of students.

Faculty members teaching in the summer session and overloads during the academic year will be available for student consultations via additional office hours, normally contiguous with teaching hours.

G. A faculty member assigned a full load shall carry full academic rank and benefits for full load. No faculty member shall be assigned a full teaching load compensated on the basis of a part-time salary schedule.

H. Faculty members assigned responsibility for the supervision of Technical Assistants shall receive one hour of semester contact hour credit toward computing normal load for each 9 hours of such supervision. When necessary, this credit shall be calculated in increments of one Semester Contact Hour (1 full hour of TA supervision merits 1/9 Semester Contact hour credit.)

A faculty member shall receive compensation for professional supervision of all instructional hours supervised by technical assistants in credit courses, except:

1. Where bona fide supervision is performed directly by a division chairperson, other administrator or adjunct faculty member.

2. Where supervision responsibility is incorporated into a special workload reduction for program coordination or related purposes.

3. Where the weekly TA instructional load involves repetitions of similar sections, such that professional supervision is only required for the equivalent of one section or more. This shall not normally apply during the first semester in which a TA is handling a particular course.

I. Faculty members shall be consulted as to teaching schedules and work assignments prior to such assignments.

J. Generally, faculty members shall be informed of the courses they are required to teach in the following semester no later than one month prior to that semester.

K. Faculty members will not be required to teach continuously for more than three consecutive lecture hours or 4.5 consecutive contact hours.

L. A faculty member shall not be required to teach before 9:00 a.m. on a day following one in which he taught a class commencing after 6:00 p.m.. Moreover, he shall not be required to teach a class continuing beyond 6:00 p.m. on a day in which he is assigned a class that begins before 9:00 a.m.

M. No faculty member shall be required to teach more than one evening course per semester nor be required to perform duties on weekends. If a required evening course meets on two evenings per week, every effort will be made to provide the faculty member, should he so request, a schedule in the next ensuing semester which involves no evening classes.

N. All faculty members must work a full normal load, even if an overload (compensated for at the overload rate) is mandated to achieve this normal load. Under exceptional circumstances in order to provide full employment for a faculty member where otherwise it would not exist, the normal load concept will override other provisions of this article. Should an underload still be necessary, the balance of the workload shall be made up either in the next ensuing semester or through a pertinent professional non-teaching assignment.

O. Under no circumstances will a faculty member be required to:

1. Accept any assignment for which he is not academically prepared.
2. Teach in correctional institutions.
3. Teach on a Small Group Instruction basis.
4. Supervise Independent Study.

P. Overload and summer course teaching assignments shall be offered to faculty members after normal load assignments for full-time staff have been met, and before assignments are offered to part-time (adjunct) employees. Overload and summer teaching opportunities shall be distributed and/or rotated among interested and qualified faculty members as equally as possible.

Overload and summer assignments may be denied on the basis of an unsatisfactory teaching evaluation. The denial of overload or summer assignment may be appealed to a three member panel made up of 2 FPC members and 1 administrator. The decision of the panel shall be final.

Q. Full-time faculty members will be limited to a voluntary overload of six (6) semester credit hours per semester during the fall and spring semesters. During the summer session faculty members are limited to nine (9) semester credit hours or their equivalent. Exceptions to the above, excluding faculty members receiving a reduced normal load for providing EG101 and/or EG102 instruction, are subject to the approval of the Division Chairperson up to a maximum of nine (9) semester credit hours during each fall and each spring semester and twelve (12) semester credit hours during the summer session.

R. Non-teaching faculty members shall work a 35-hour week. Overload and summer counseling or library assignments shall be distributed and/or rotated among interested and qualified faculty members as equally as possible.

S. Individual faculty members shall not be required to be on campus save when they have assigned responsibilities to perform.

T. Faculty members shall be compensated for time spent in each instance of voluntarily conducting professional evaluations of student prior learning for Credit-for-Experience and Credit-by-Examination. Compensation shall be at the rate of $25 per hour, prorated as appropriate. Time involvement is subject to prior agreement between the individual and the designated administrator.

For evaluations conducted by a faculty committee, payment shall be computed according to the equivalent involvement for a single individual, and distributed appropriately.

Opportunities for conducting evaluations shall be distributed on a rotation basis amongst qualified volunteer faculty members. If no one volunteers, the responsibility shall fall to the faculty member receiving compensation for administrative duties. In the absence of such individual or if this individual is not qualified to make such an evaluation, qualified faculty members will be given the assignment on a rotation basis.

U. Faculty members may request that their normal teaching load be reduced by no more than three semester contact hours with a pro-rated reduction in salary but no loss of fringe benefits. Such requests, if granted, shall be for no more than two academic semesters within a space of five calendar years.

ARTICLE XIII

LEAVES

A. General Provisions

1. Whenever possible, all applications for leave shall be submitted in writing sufficiently in advance of desired effective dates to provide for processing. Exceptions to this provision may be made in case of illness, death or national, state or local emergencies. Application must fully explain purpose and duration of leave and include appropriate substantiation.

2. At the conclusion of any leave granted to a faculty member, he shall be reinstated to a position equivalent to that held prior to taking the leave, with at least the same salary at which he left. Upon request, prior to the leave, the faculty member may receive clarification of salary adjustment criteria to be applied at its conclusion.

3. A faculty member returning from leave may be required to take a physical examination at college expense.

4. All leave of absence provisions provided by the Teacher's Pension and Annuity Fund, the Public Employee's Retirement System, and the Alternate Benefit Program (TIAA) shall be interpreted from the rules and regulations of same.

B. Paid Leave

1. Sick Leave

a. Sick leave is occasioned by the absence of an individual from duty because of illness, accident or exposure to contagious desease.

b. Sick leave shall be earned at the rate of one day for each full-time calendar month of employment completed by the individual in accordance with his particular contract. Unused sick leave shall be cumulative.

c. Any absences in excess of the cumulative sick leave accrued to an individual and not covered by the sick leave bank shall be taken without pay.

d. Accumulation of sick leave shall begin as of the first of any month in which an employee is appointed to a position on the professional staff. Service prior to July 1, 1967 on the professional staff of Trenton Junior College may be taken into account in such computation, at the rate of five (5) calendar days for each year of said prior service, up to a maximum of fifty (50) calendar days.

e. Sick leave shall commence and be recorded from the date of first absence from assigned duties. If a faculty member is absent from a portion of his assigned duties during a week, sick leave will be charged only for those days on which duties were assigned. If he is absent from all assigned duties during a week, five (5) days sick leave shall be charged.

f. Within a semester, upon request of the faculty member, sick, personal, and bereavement leave shall be applicable to overload as well as normal load assignments. Sick leave will be charged in excess of five (5) days per full week of absence according to the amount of overload involved, at the rate of one (1) extra day per three (3) class hours of overload.

g. Upon request of the faculty member, sick leave shall be applicable to summer teaching or non-teaching assignments. Sick leave will be charged at the rate of one (1) day per three (3) class hours for summer teaching, and on a day-for-day basis for non-teaching assignments.

h. If the conditions warrant it, the appropriate dean may require faculty members who are absent to submit proof of illness.

i. If it is apparent to the President of the College that a faculty member's performance is seriously impeded by a health problem, the Board may require that the faculty member be examined at Board expense. The results of this exam may be used by the Board as the basis for placing the faculty member on sick leave status.

j. Where any absence because of illness exceeds one calendar month, or if an individual wishes to return from having been placed on sick leave by the Board, the individual must present a statement from his physician explaining the nature of his illness and certifying that he is able to return to work. The Board may also require an examination by a physician in its employ or appointed by it, who shall certify that the individual is able to return to work. In cases where there is a conflict of opinion, a third physician, acceptable to the individual and to the President of the College, shall be called in and his or her judgement shall be accepted as conclusive. If the person is judged unable to return to work and has exhausted all his personal sick leave and the sick leave bank benefits, he shall be granted automatically an unpaid leave of absence for the balance of the current academic year.

2. Worker's Compensation

   a. A faculty member who is disabled by injury incurred in the performance of his duty will be covered by Worker's Compensation Insurance in accordance with New Jersey statute. No sick leave days shall be charged against the employee under these circumstances.

3. Sabbatical Leave

   a. Sabbatical leave supports the professional development of faculty members for the mutual benefit of the College and the individual and may be granted after the completion of any period of six (6) continuous years of service at Mercer County Community College, exclusive of non-sabbatical leaves and since the termination of any previous sabbatical leave. Prior full-time service with Trenton Junior College shall be credited for the purpose of sabbatical leave. Application for such leave may be made by any member of the full-time faculty who is under the age of sixty-five (65) years.

   b. Application for sabbatical leave shall be via the form provided by the Board. This form will provide for a statement of proposed activities, projected benefits to the individual and the College, and proposed evaluation guidelines. Leave may be requested for either one-half academic year at up to full salary or one full academic year at up to one-half salary. Application for such leave for any academic year shall be filed with the College President not later than January 1st of the preceding academic year.

c. Sabbatical leaves are not for the purpose of offering opportunity for income or for rendering services for compensation in another enterprise or institution. However, this condition does not preclude the acceptance of grants, stipends, fellowships, foundation funds, or similar funds for accomplishing the stated purposes of such leaves, provided the applicant shall fully reveal same in his application for sabbatical leave.

d. The Faculty Personnel Committee shall review applications for sabbatical leave and make recommendations to the President.

e. The recipient of a sabbatical leave retains use of office space and rights of regular employment (such as but not limited to pension, medical insurance and tenure, within the applicable regulations governing same) as if employment has been uninterrupted.

f. A faculty member who is granted sabbatical leave is expected to return to his duties in the College for at least two (2) years. If he does not return to the service of the College, the entire compensation of the sabbatical leave period must be returned to the College.

g. Upon returning to the College after a sabbatical leave, a full and complete report covering the use of said leave shall be presented to the President.

4. Externship Leave

a. Externship leave for employment may be granted to those faculty whose professional competence, teaching ability and value to the College would be enhanced by the practical experience.

b. Such leave may be granted for either one-half academic year at up to full salary or one full academic year at up to one-half salary. Should the faculty member receive a stipend or pay from the externship employer, the College's contribution shall not raise the total appropriation to an amount in excess of the individual's basic annual salary at the college.

c. Interested faculty must apply at least six (6) months prior to the desired beginning date to the Dean for Academic Affairs via a form provided by the Board. This form will provide for a statement of proposed activities, projected benefits to the individual and the College, and proposed evaluation guidelines. The Dean shall review the application and forward a recommendation to the President.

d. If for any reason, the participation of a faculty member in an externship program is discontinued during the period of the approved leave, the faculty member shall notify the College and is obligated to return to such full-time professional duties as may be assigned by the College.

e. The recipient of an externship leave retains the right of regular employment (such as, but not limited to, pension, medical insurance and tenure, within the applicable regulations governing same) as if employment has been uninterrupted.

f. A faculty member who is granted an externship leave is expected to return to his duties at the College for at least two years. If he does not return to the services of the College, the entire compensation of the leave period must be returned to the College.

g. Upon returning from the leave, a report covering the activities and assessing the experiences according to the proposal for the leave shall be presented to the President.

5. Bereavement Leave

The College will permit a faculty member time off, with pay, to attend to matters related to the death of a member of the immediate family. The immediate family and the number of days allowed for each are as follows:

Brother, sister, mother-in-law, father-in-law, grandmother, grandfather, or grandchild.........3 days

Brother-in-law, sister-in-law, aunt, uncle, niece, nephew..1 day

Parent, spouse, child, or guardian..............5 days

The Division Chairperson shall be immediately notified whenever such leave is necessary.

6. Personal/Emergency Leave

Absence to respond to personal business or emergencies will be allowed up to three (3) days per academic year. This is non-cumulative.

C. Unpaid Leaves of Absence

1. Childbearing

a. A pregnant faculty member may apply for a leave of absence without pay at least two (2) months prior to the requested commencement of such leave.

b. A faculty member who has been granted such a leave may return to work as soon as she is physically able. Her return must coincide with the beginning of a semester or another appropriate time, and she must notify the Board of her intention to return at least sixty (60) calendar days prior to the effective date. Normally, she shall return not later then one (1) year from the beginning of the semester following that in which the leave commenced. However, she may apply for an extended leave of up to one (1) additional year.

2. Family Responsibility

a. A faculty member who adopts a child, assumes the legal responsibility for a family, acquires a family by marriage, or acquires other major family responsibilities requiring extensive personal attention, may apply for a leave of absence without pay at least two (2) months prior to the requested commencement of such leave.

b. A faculty member who has been granted such a leave may return to work as soon as possible. His or her return must coincide with the beginning of a semester or another appropriate time, and he or she must notify the Board of his or her intention to return at least sixty (60) calendar days prior to the effective date. Normally, he or she shall return not later than one (1) year from the beginning of the semester following that in which the leave commenced. However, he or she may apply for extended leave of up to one (1) additional year.

3. Other Unpaid Leaves

The Division Personnel Committee shall review and make recommendations to the President with respect to unpaid leaves of absence for reasons of health, public service, enhancement of professional qualifications through work experience, teaching or service at another institution. A leave may be granted to a faculty member for a period of up to one year renewable for a second year. Upon return from an unpaid leave, the salary shall be at least the same as that which otherwise would have been in effect at the beginning of the leave.

D. Sick Leave Bank

1. The Board will contribute to the sick leave bank one quarter (¼) day per month (2½ - 3 days per academic year) for each full-time faculty member.

2. Total sick leave bank accumulations shall not exceed fifteen hundred (1500) days.

3. The Personnel Office shall maintain a record of contributions and withdrawals from the sick leave bank.

4. A faculty member who has completed at least one continuous year of service with the College may present a claim from the sick bank only after all his personal sick leave days are exhausted.

5. Claims may not be made against the bank for illness or injury resulting from a job-conected condition which is being treated under a Worker's Compensation claim.

6. Upon presenting a claim to the sick leave bank, the faculty member or his designated representative must present a medical certificate signed by a licensed physician indicating the nature of the illness or injury and an indication of when the employee will be able to return to normal duties. The Board reserves the right to employ its own licensed physician to render an independent judgement.

Claims validated as above will be honored for the total number of days of absence from work at eighty (80) percent of salary for those who have over five (5) years of continuous service, sixty (60) percent of salary for those who have at least three (3) years of continuous service and forty (40) percent of salary for those who have at least one (1) but less then (3) years of continuous service. No partial days may be claimed.

7. No faculty member may claim more than ninety (90) work days from the bank during a single fiscal year. Nor may a faculty member claim days from the bank during the time when any other disability program (Alternate Benefit Plan, etc.) is in force. Once a faculty member through one illness or a combination of illnesses has used a total of ninety (90) work days during any twelve-month period, he is not eligible for further withdrawals from the bank for period of twelve months of continuous service.

8. Childbearing is considered to be an illness under the terms of this article only during the period in which the faculty member is physically unable to work.

ARTICLE XIV

PERSONNEL FILES

A. Secure and official faculty personnel files shall be maintained in accordance with the following procedure:

1. Security shall be understood to mean that file cabinets are locked and that a register be kept to control access to files. Anyone using a file must sign and date the register. Staff members assigned by the Board shall be charged with responsibility for the security of the file.

2. Administrators must place in the files all available pertinent information indicating competencies, achievements, research, performance or contributions of an academic or professional nature. All such material received from faculty committees, division chairpersons or other responsible sources must be signed and dated by the person(s) originating same and placed in the faculty member's personnel file as soon as possible after origination. Material not conforming to the above criteria with the exception of fringe benefit information shall not be placed in the file.

3. A copy of all material placed in the file by anyone other than himself will be forwarded to the faculty member within three (3) working days of such placement.

4. To help insure the integrity of the file, each faculty member shall be given the opportunity to review the contents of his file at his request. The faculty member must sign the register, and a staff member shall remain in the area to ensure the security of the file.

5. Materials assembled prior to employment which constitute a "Pre-employment File" shall not be made available to the faculty member. This "pre-employment file" shall include such items as:

   a. Letters of reference and recommendation.

   b. Placement records which contain references.

   c. Transcripts restricted by the sending institution.

6. No material will be removed from the official personnel file without immediately notifying the faculty member in writing.

7. A representative of the Association may, at the faculty member's request, accompany said person while he reviews his file.

8. The faculty member has the right to reply in writing to any document which is placed in the file. This reply shall immediately precede the item to which it is a reply.

9. If a faculty member objects to an item or items in his personnel file on the basis of inaccuracy or impropriety, he may present the Director of Personnel Services with a written request that the item(s) be reviewed for removal (or replacement, as appropriate). This request must contain a detailed explanation of the objection and the desired reolution. The Director of Personnel Services will consult with all persons concerned and will provide the faculty member with a final, full and complete, written response within four (4) weeks of receipt of the request. While an item is under review, it shall not be excluded from the file, but a copy of the request for review shall be attached to the document containing the item in question.

ARTICLE XV

PRODUCTION AND USE OF INSTRUCTIONAL MATERIALS

A. Principles

The Board encourages and desires to support the faculty's efforts to acquire and develop instructional materials which help to improve the teaching/learning process. These principles apply to the development and use of instructional materials:

1. Instructional resource materials are used to advance the basic aims and goals of the course of instruction they are designed to implement.

2. The teaching faculty is free to decide what material is to be presented and how this material may best be assimilated by students, except as limited by Article IV, Section 4.

3. The teaching faculty members who make use of varied instructional materials and resources must abide by the laws and ethical codes applicable to the use of these materials.

4. Each academic division should regularly review instructional materials to insure that they remain pertinent and applicable to current teaching situations.

B. Definition of Instructional Materials

Instructional materials include any of the following:

1. Video and audio recordings.
2. Motion pictures.
3. Slides, transparencies, charts, filmstrips, photographic or similar visual materials, and other graphic materials.
4. Combinations of the above with other materials; e.g. multi-media and other types of instructional packages.
5. Programmed instructional materials, study guides, texts, workbooks, bibliographies, and tests.
6. Computer programs.
7. Three-dimensional materials and exhibits.

C. Policies

1. The Board permits all faculty members to copyright in their own names and to possess all rights of sale or other disposition of instructional materials which were developed through individual effort at no cost to the College. (This includes class notes, study guides, textbooks, etc., which may have been designed to support teaching responsibilities at the College. It excludes official course outlines and materials produced during instructional development projects for which workload reductions, overload payments, or supplemental contracts were awarded.) The Board retains the right to internal use in College courses (subject to the limitations of Article IV, Section 4C) of copies of such instructional materials, when these copies have been prepared at College expense.

2. If the production of specific instructional materials is subject to any stipulation provided by an outside sponsor (i.e., grant or contract), the Board will inform the faculty member(s) involved at the start of the project. Both the Board and the faculty member(s) will be constrained by the stipulation of the sponsor, as expressed in the grant or contract.

3. Faculty members are responsible for conforming to Board policy regarding the use of materials owned by the Board.

4. If the instructional materials were produced as part of a project for which a workload reduction, overload payment, or supplemental contract was awarded, the ownership and distribution rights are as follows:

a. Prior to the commencement of the project, the Board and the author(s) shall agree on whether the materials will be Board-owned or jointly-owned.

b. For Board-owned materials, the copyright will be held by the Board. The Board will solely determine whether the materials will be published, sold, licensed or otherwise distributed. If the Board desires to publish, sell, license or otherwise distribute the materials, the author(s) will receive a 15% royalty based on the selling or licensing price of the materials. If the Board sells the materials to a commercial publisher, the contract shall provide for payment to the author(s) of at least 50% of the publisher's payments to the Board.

c. For jointly-owned materials, the copyright will be held jointly by the Board and the author(s). Decisions concerning publication, sale, licensure, or other distribution shall be subject to mutual agreement. If publication, sale, licensure, or other distribution is agreed to by the Board, the author(s) will receive a 10% royalty based on the selling or licensing price of the materials. If the materials are to be sold to a commercial publisher, the contract terms shall be subject to mutual agreement between the Board and the author(s).

ARTICLE XVI

TRAVEL

A. Faculty members teaching courses or conducting other bona fide College activities as part of their normal load shall be paid at the rate paid by the County of Mercer for the extra mileage attributable to such activity. "Extra mileage" is defined as that mileage over and above the mileage normally driven by the faculty member to and from his home to his primary work location.

B. If a faculty member is required to travel on authorized College business which may include academic conferences and professional meetings, he will be reimbursed for his expenses. Authorized use of his personal vehicle will be at the rate indicated above.

C. Faculty members are not required to transport students in the faculty member's personal vehicle.

ARTICLE XVII

TENURE

A. Tenure in Mercer County Community College is established by law, and shall be administered accordingly.

B. An academic year, for the purpose of this section, means the period between the time school opens after the general summer vacation until the next succeeding summer vacation.

C. Tenure in New Jersey colleges is provided by title 18A:60-1 as supplemented by Assemby A-328 which presently provides as follows:

1. This act shall be known and may be cited as "The State and County College Tenure Act."

2. As used in this act, the following words and phrases shall have the following meaning:

a. "Academic rank" means instructor, assistant professor, associate professor, and professor.

b. "Faculty member" means any full-time member of the teaching staff appointed with academic rank, pursuant to rules promulgated by the State Board of Higher Education, other full-time professional persons shall be considered faculty members if they concurrently hold academic rank.

3. Faculty members shall be under tenure in their academic rank but not in any administrative position, during good behavior, efficiency and satisfactory professional performance, as evidenced by formal evaluation and shall not be dismissed or reduced in compensation except for inefficiency, unsatisfactory professional performance, incapacity or other just cause and then only in the manner prescribed by subarticle B of article 2 of chapter 6 of Title 18A of the New Jersey Statutes, after employment in such college or by such board of trustees for:

a. 5 consecutive calendar years; or

b. 5 consecutive academic years, together with employment at the beginning of the next academic year; or

c. the equivalent of more than 5 academic years within a period of any 6 consecutive academic years.

4. Notwithstanding the provisions of section 3 of this act a board of trustees may, as an exceptional action and upon the recorded two-thirds majority roll call vote of all its members and upon the recommendation of the president, grant tenure to an individual faculty member after employment in such college or by such board of trustees for 2 consecutive academic years. The provisions of this section shall not be negotiable as a term and condition of employment under the "New Jersey Employer-Employee Relations Act," P.L. 1968, c.303.

5. Under guidelines established by the State Board of Higher Education it shall be the responsibility of the board of trustees and the president of each State and county college, in conjunction with their faculty to establish a formal procedure for the career development of all members of the professional staff including, but not limited to, a systematic and regular evaluation for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction.

6. The provisions of section 3 of this act shall not apply to any faculty member who shall have acquired tenure prior to the second day of the 1973-74 school year.

7. Any nontenured faculty member presently employed by a State or county college or who begins employment in the 1973-74 school year may elect to be included under the provisions of N.J.S. 18A-60-1 or the provisions of section 3 of this act. On or before November 1, 1973, or within 60 days of employment each nontenured faculty member at a State or county college shall notify the college president in writing of his intention to be governed under the provisions of N.J.S. 18A:60-1 or the provisions of section 3 of this act. Any faculty member not filing a written notice in the prescribed manner shall be governed under the provisions of section 3 of this act.

8. The provisions of section 3 of this act shall apply to all faculty members beginning their employment after the 1973-74 school year.

9. Members of the professional staff not holding faculty rank may be appointed by a board of trustees for 1 year terms; provided, however, that after employment in a college for 5 consecutive academic years, such employees may be offered contracts of no more than 5 years in length. During the period of such contracts, such employees shall be subject to dismissal only in the manner prescribed by subarticle B of Article 2 of chapter 6 of Title 18A of the New Jersey Statutes, and must be notified by the president not later than 1 year prior to the expiration of such contracts of the renewal or nonrenewal of the contract.

10. This act shall apply to full-time faculty members employed in any State or county college notwithstanding the provisions of N.J.S. 18A:60-1, 18A:64-21 and 18A:64A-13.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. The orderly process hereinafter set forth will be the sole method used for the resolution of grievances.

B. Definitions

1. Grievence

A "grievance" is an allegation by a faculty member or the Association that there has been a misinterpretation, misapplication or violation of this Agreement, or of college policy or procedure related to terms and conditions of employment but not included in this Agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the allegation.

3. Working Day

A working day is any week day (Monday - Friday) of the academic year except for those days when faculty members are not required to be on campus i.e., official College holidays, Christmas recess, Spring recess, etc. The aggrieved person reserves the right to initiate in the Fall any grievances which occur after the Spring semester.

C. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Any grievance not advanced to the next step by the employee or his representative within the time limit for that step, shall be deemed abandoned. Additionally, failure by the Board to meet the agreed upon time limits shall allow the grievance to automatically proceed to the next step.

D. Steps

1. Informal - Division Chairperson or Immediate Supervisor

A faculty member with a grievance shall first discuss it with his Division Chairperson or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

2. Level One - Dean of his Representative

If the grievance is not resolved at the informal step, the faculty member or his representative may with thirty (30) working days from the date on which the action which is the subject of the grievance took place or the date when the individual faculty member should have known of its occurence submit a written statement of the grievance to the appropriate Dean. This statement of grievance must specify the ground or grounds for the grievance and the remedy requested. If during the processing of the grievance at level one the grievant discovers further violations, misinterpretations or missapplications of this Agreement which directly relate to the grievance, these may be incorporated through an amended statement of grievance.

The Dean or his representative shall conduct a hearing within ten (10) working days of the receipt of the statement of grievance. The Dean or his representative shall respond with a written decision within ten (10) working days of such hearing(s).

3. Level Two - President or his Representative

a. If the grievance is not resolved at level one, the faculty member or his representative may file the grievance with the President providing he or his representative do so within ten (10) working days of receipt of the decision at step one.

b. The President or his representative shall conduct a hearing within ten (10) working days of the receipt of the grievance. The President or his representative shall respond in writing to the grievant or his representative within ten (10) working days of such hearing.

c. Level two is the final step to which a grievance related to reappointment, tenure or promotion, or any grievance concerning a matter not included in this Agreement, may be advanced.

4. Level Three - Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may within twenty (20) working days after the decision by the President, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorius, it may submit the grievance to arbitration within twenty-five (25) working days after receipt of the decision rendered at Level Two.

b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said artibrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedure of the American Arbitration Association to the selection of an arbitrator.

c. Decisions of the Arbitrator with respect to grievances based on alleged misapplications, misinterpretations, or violations or Article XII, Faculty Workload, shall be advisory.

d. Decisions of the Arbitrator with respect to all other grievances (exclusive of D-3c and D-4c above) shall be binding.

E. Duties of the Arbitrator

1. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than (20) working days from the closing date of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

2. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of any act which is in violation of law. Further, the arbitrator's powers are limited to deciding whether violations, misapplications or misinterpretations of specific articles of this agreement have occurred.

3. The arbitrator shall have no power to consider or to rule on any grievance which relates to a matter or matters specified in D-3c above.

4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

F. Rights of Faculty Members to Representation

1. Faculty Member and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a faculty member is not represented by the Association, the Association shall have the right to be present and to state its views at levels one, two and three of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any college employee, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

G. Miscellaneous

1. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the President or his representative and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives, as well as necessary witnesses.

4. Availability of Information

It is agreed that all parties shall be furnished with information (documents and files) in the possession of either party necessary for the processing of any grievance.

5. Withdrawal of a Grievance

An aggrieved person may withdraw the grievance at any level. However, if in the judgment of the Association the grievance affects the welfare of the faculty, the grievance procedure may be continued as a grievance of the Association. The withdrawal of a grievance shall not constitute a precedent which might affect any similar case(s) nor does a decision rendered at any step constitute a precedent which might affect any other case(s).

ARTICLE XIX

ACADEMIC FREEDOM

The Board recognizes that academic freedom is essential to the free search for truth and its exposition.

The parties agree to the following provisions relating to academic freedom:

A. A faculty member is a citizen, and a member of a learned profession. When he speaks, writes, or acts as a citizen, he is free from College censorship and discipline, but has the obligation to indicate that he is not a College representative unless so authorized, because the public may judge his profession and the College by his words and actions.

B. A faculty member is free in research and publication, where these activities do not interfere with his responsibilities to the College.

C. A faculty member is free in the classroom to discuss controversial issues relating to his subject but is obligated to be aware of his potential influence on the opinions and values of his students and of his responsibility for achievement of the course objectives.

ARTICLE XX

REGISTRATION

During registration and late registration, faculty members' involvement shall be limited to non-clerical functions. Schedules for assignments shall be developed by the Division Chairperson with the advice of senior faculty and with senior faculty given priority in assignment. Faculty members teaching Summer session classes shall handle divisional registration duties for those sessions.

Faculty members teaching modular session courses shall handle divisional registration duties for those sessions, except when this conflicts with teaching schedules. If other faculty members are assigned to such duties, they shall receive compensatory time.

ARTICLE XXI

PROFESSIONAL IMPROVEMENT

A. When scheduling assignments, the Division Chairperson shall consider the needs and desires of faculty members to further pursue their formal education. Assignments shall accommodate this pursuit providing the other qualified faculty members in the division are available and are not compelled to take unreasonable schedules as a result.

B. The Board may authorize a faculty member to attend academic conferences, professional meetings, improvement of instruction workshops offered by educational institutions or other organizations designed to increase the faculty member's value to the Board. In such cases, the College will reimburse the faculty member for all expenses incurred.

C. In addition, the Board may authorize a faculty member to attend at his own expense other activities related to his role at the College.

D. Tuition reimbursement for courses taken at other higher education institutions shall be available to faculty members as per College procedures. Approval for such reimbursement shall not be unreasonably denied.

ARTICLE XXII

ADVISEMENT RESPONSIBILITIES

A. A teaching faculty member's normal workload includes academic advisement. The Board will attempt to assign student advisees equally to teaching faculty members. Academic advisement consists of offering assistance and advise related to academic matters: difficulties with studies, course selection, and course withdrawal.

B. The Board accepts the responsibility for providing teaching faculty members with such current student data and policy and procedure information as are necessary for the advisement process. Teaching faculty members accept the responsibility for using such data and information properly.

C. Faculty members will not be held responsible for the decisions made by students after proper advisement has occurred.

ARTICLE XXIII

REPRESENTATION FEE

A. If a faculty member does not become a member of the Association during any membership year (from September 1 to the following August 31) which is covered by this Agreement, said faculty member will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the per capita cost of services rendered by the Association as majority representative.

B. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year. The representation fee is set at 85% of the amount of the regular membership dues, initiation fees and assessments charged by the Association as allowed by law.

C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those faculty members who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each faculty member who is not a member of the Association.

D. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

E. The Association will notify the Board in writing of any changes in the list provided for in paragraph C. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board receives said notice.

F. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 days. The list will include names, titles, and dates of employment for all such employees. This list will also include any change in employment status.

G. The Association shall indemnify and save the Board harmless from any and all claims, demands, suits, or any other action arising from this Article.

ARTICLE XXIV

APPLICATION OF PROVISIONS OF AGREEMENT

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. Any individual contract between the Board and an individual faculty member heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this agreement, during its duration, shall be controlling.

C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the Board shall clearly exemplify that there is no discrimination in the training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, political affiliation, marital status, or other aspects of personal lifestyle unrelated to professional responsibilities.

D. Copies of this Agreement shall be duplicated at the expense of the Board within Thirty (30) days after the Agreement is signed and presented to all faculty now employed or hereafter employed.

E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

Jennifer Ann Dowd
Director of Personnel and Labor Relations
Mercer County Community College
P.O. Box B
Trenton, New Jersey 08690

William Engler
President, MCCC Faculty Association
Mercer County Community College
P.O. Box B
Trenton, New Jersey 08690

This Agreement has been duly ratified by the Mercer County Community College Faculty Association and by the Board of Trustees of Mercer County Community College.

John P. Hanley, President
Mercer County Community College

William H Engler
William Engler, President
MCCC Faculty Association

ATTEST:

Jennifer Ann Dowd
Jennifer Ann Dowd

ATTEST:

Dori Seider

Dated 12/5/86

MEMORANDUM OF AGREEMENT

NO REPRISALS

The Board of Trustees agrees that no reprisal shall be taken against any individual on the basis of that individual's participation in the job action against the Board of Trustees which began on October 23, 1986, nor against the Mercer County Community College Faculty Association, NJEA, NEA or its agents.

Any and all reprimands, disciplinary actions and dismissals related to any individual's participation in the aforementioned job action shall be immediately rescinded. All unfair labor practices initiated by either side during the period of negotiations shall be immediately dropped.

For Board of Trustees

For Faculty Association

AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES
OF
MIDDLESEX COUNTY COLLEGE
AND
THE FACULTY UNION
OF
MIDDLESEX COUNTY COLLEGE
(LOCAL 1940 AFT) (AFL-CIO)

1985 - 1988

786

MIDDLESEX COUNTY COLLEGE
AFT CONTRACT 1985 - 1988

TABLE OF CONTENTS

Page

Preamble 1

Article I - Recognition 1
  A. Union Recognition 1
  B. Management Recognition 1
  C. Commencement of Negotiations 1

Article II - Rights of the Union 2-4
  A. Use of Building Facilities 2
  B. Transaction of Union Business 2
  C. Posting of Notices 2
  D. Right to Information 2
  E. Information for Filing Grievances 2
  F. Limitation on Information 2
  G. Union Office 3
  H. Limitation on College Assembly 3
  I. Consultation with the Union 3
  J. Voice at Board Meetings 3
  K. Work Load of Union Chairman 3
  L. Dues Check-Off 4

Article III - Rights of the Faculty 4-16
  A. Evaluations - Access to Files 4
  B. Classroom Observations 4-5
  C. Preference for Adjunct Positions 6-7
    1. Preference 6
    2. Rate of Pay 6
    3. Nonrecognition 6
    4. Rate of Pay for Retired Members of Unit 6
    5. Procedures for Adjunct Requests 7
  D. Safety Conditions 7
  E. Assignments 7
    1. No Assignments in Areas for Which Unprepared 7
    2. Return to Original Status of Former Administrators .. 7
  F. Voice or Image of Reproduction 7-9
  G. Academic Freedom 9
  H. Members' Schedule of Classes 9-10
    1. Four-Day Schedules 9
    2. Distribution of Faculty Programs and Right to Exchange 9
    3. Attendance not Required When not Teaching 10
    4. Attendance by Faculty 10
    5. Union Examination of Faculty Schedules 10
    6. Notice to Faculty of New Teaching Assignments 10
    7. Assignment to Evening DCE Courses 10

Article III - Rights of Faculty (cont'd) Page

I. Vacancies 10-11
  1. Notice to Faculty of Vacancies 10
  2. Notice to Applicants of Disposition 11
  3. Right of Old Faculty to Equal Remuneration and Rank of New Faculty 11
J. Outside Activities 11
K. Admission to Courses 11
  1. Faculty Members 11
  2. Faculty Dependents 11
  3. Retired Faculty 11
L. Right to Union Representation in Disciplinary Cases 11-12
M. Right to Union Representation for Contract Rights 12
N. Changes in Time and Location of Classes 12
O. Changes in Length of Class Period 12
P. Right to Outside Employment 12
Q. Office Space and Equipment 13
R. Telephones in Classroom Areas 13
S. Classroom Space and Supplies 13
  1. Textbooks 13
  2. Stationery 13
  3. Uniforms 13
T. Clerical Assistance 13
U. Selection of Texts 13
V. Travel for College Purposes 13-14
W. Restrooms and Lounges 14
X. Parking Facilities 14
Y. Official Announcements and Documents 15
Z. Substitute Covering of Class Assignments 15
AA. Student Grievance Procedure 15-16

Article IV - Conditions of Employment 16-23
A. Requirements for Academic Rank 16-18
  1. Teaching Faculty 16-17
  2. Student Personnel 17-18
  3. Librarians 18
  4. Effect of Rank Requirements 18
  5. Secondary School Teaching Definitions 18
  6. Collegiate Teaching Definitions 18
  7. Business Experience Equivalency 18-19
  8. Adjunct Teaching Credit 19
  9. Presidential Prerogative 19
B. Nomination for Promotion 19-20
C. Employment Contracts 20-21
D. Tenure 21
E. Probation 21
F. Retrenchment and Rights of Reemployment 21
G. Procedure for Nonrenewal of Probationary Employees 21-23

Page

Article V - Faculty Benefits 23-31
A. Paid Leaves of Absence 23-27
1. Sick Leave 23-24
2. Bereavement 24
3. Jury Duty 24
4. Family Illness 24
5. Court Appearance 25
6. Sabbatical Leaves 25-27
7. Personal Leaves 27
B. Unpaid Leaves of Absence 27-31
1. Advanced Study 27
2. Exchange Teaching 27
3. Leave Determined to be in the Best Interest of Faculty and College 28
4. SSES Leave 28
5. Military Leave 28
6. Professional Organizations 29
7. Political Office 29
8. A.F.T. Leave 29
9. Child Care Leave 29
10. Maternity Leave 29-30
11. Credit Towards Sabbatical Leave 30
12. Maintenance of Health and Pension Benefits 30-31
13. Notice of Intent to Apply for Leave 31
14. Coverage of Duties 31
C. Compensation for Accumulated Vacation Time 31

Article VI - Grievance Procedure 31-34

Article VII - Professional Behavior 34
A. Compliance with Rules 34
B. Procedure for Violations 34
C. Cancellation of Classes 35

Article VIII - Changes in Policy and Pay Positions 35
A. Changes in Policy 35
B. Changes in Pay and Positions 35

Article IX - Salary, Work Load, Class Size and Fringe Benefits 35-47
A. Paydays 35
B. Compensation 36-38
C. Guarantee of Minimum Salary 38
D. Minimum and Maximum Salaries 38

Page

Article IX - Salary, Work Load, Class Size, and Fringe Benefits (cont'd)

E. Salary for Overload 38
F. Student Overload 39
G. Student Roster Load 39-40
H. 1. Athletic Coaching Fees 40
  2. Performing Arts Stipend 40
I. Curriculum Coordinator - Assistant Department Chairperson. 40
J. Laboratory Section 40
K. Work Load of Teachers 41
  1. Definition of Contact Hours 41
  2. School Day and Workweek 41
  3. Class Preparation Limit 41
  4. Five Hours of Counseling 41
  5. Academic Attire Furnished by the College 41
  6. Orientation and Workshops 41
  7. General Faculty Meetings 41
  8. Departmental Meeting 41
  9. Academic Advisement 42
  10. Faculty Attendance During Exam Periods 42
  11. Limitation on Duties of Teachers 42
  12. Nursing Faculty Work Load 42
L. SSES Faculty Members' Work Load 42-45
  1. Designation as SSES Faculty 42
  2. Workweek 42
  3. Workday 42-43
  4. Overtime Pay 43
  5. Work Year 43
  6. Counselor Student Load 43
  7. Night Librarian Work Schedule 44
  8. Limitation on Duties 44
  9. Librarians' Work Schedule 44-45
M. Reimbursement for Professional Dues 45
N. Physical Examination 45
O. Military Service Pay 45
P. Family Health Care Benefits 45-46
Q. Emergency Closings 46
R. Tuition Reimbursement 46-47

Article X - Miscellaneous 48-51
A. Adjunct Personnel 48-49
B. Teaching Faculty Job Security Plan 49-50
C. SSES Job Security 50
D. Duration of Work Year 50
E. Application and Distribution of Labor Contract 50-51
F. Initiation of Interim Negotiations 51
G. Agency Fee 51

Page

Article XI - Duration of the Agreement 52

Appendix A - Contract Form 53-54
Appendix B - Calendar 55-56
Appendix C - Parking 57
Appendix D - Nursing Workload 58
Appendix E - Outside Employment Reporting Form 59
Appendix F - 1980-81 Numbers of Tenured and Tenure-Track Faculty . 60-61

(0889A)

AGREEMENT - PREAMBLE

PREAMBLE

This Agreement is made and entered into by and between the Board of Trustees of Middlesex County College, a body corporate organized pursuant to the provisions of N.J.S.A. 18A:64A-1 et seq., hereinafter called the "Board" and the Middlesex County College Faculty Union, Local 1940, AFT (AFL-CIO), formerly known as the Faculty Organization of Middlesex County College, Local 1940, AFT (AFL-CIO), hereinafter called the "Union."

Witnesseth:

WHEREAS, the parties heretofore through negotiations in good faith have reached agreement on salaries, terms and conditions of employment and grievance procedures, and desire to execute this contract covering such agreement:

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

A. The Board hereby recognizes the Union as the exclusive collective bargaining agent with respect to salary, fringe benefits, grievance procedure, and those conditions of employment covered by this Agreement for all full-time faculty members hereinafter referred to as "members" employed by the Middlesex County College Board of Trustees, but excluding Department Chairpersons, the Director of Admissions, the Director of Student Activities, the Registrar, Assistants to the Deans of Administration, managerial executives, supervisors as defined in the Act, office clerical employees, craft employees, and police officers.

B. Local 1940 AFT recognizes the Board's rights, duties, and authority to manage and control the College pursuant to the authority conferred on it by the State of New Jersey and all applicable local, state, and federal laws. Except as otherwise limited by an expressed provision in this Contract, the College reserves and retains, whether exercised or not, all lawful rights, powers and prerogatives of public management.

C. The Union and Board agree to exchange contract renewal proposals on the first day of the spring semester prior to the contract expiration date. Negotiations shall begin one week after proposals have been exchanged.

ARTICLE II RIGHTS OF THE UNION

A. The Union may use College building facilities for meetings provided that such use shall not interfere with or interrupt normal College operation, and subject to agreement by the administration as to the reasonableness of time and location selected. Such agreement shall not be unreasonably withheld.

B. Duly authorized representatives of the Union shall be permitted to transact official Union business on College property, provided that this shall not interfere with or interrupt normal College operations and subject to agreement by the administration as to the frequency and reasonableness of time or times selected. Such agreement shall not be unreasonably withheld.

C. The Union may post notices and other materials relating to Union activities on College bulletin boards, subject to the following regulations: All material posted must include a removal date, the name of the responsible party, and must be no larger than 14"x22". The Union may make reasonable use of the College mailing services, exclusive of the College postage meter, and the faculty mailboxes.

D. The Board agrees to furnish to the Union, as soon as possible, upon request to the President, the following documents:

- Annual Financial Reports
- Annual Audits
- Adopted Budgets - as of the date of formal adoption by the Board of Trustees and prior to transmission to the Board of School Estimate, and as approved by the Board of School Estimate
- Payrolls of faculty covered by this Agreement
- Minutes of meetings of the Board
- Last known addresses, per College records, of the faculty covered by this Agreement
- Roster of members including names, addresses, and telephone numbers

E. The Board further agrees to provide to the Union such information, through the President, as may be reasonably required and requested by the Union to process any grievance under this Agreement or to negotiate subsequent Agreements.

F. Nothing herein contained shall be construed to require the Board to provide any information not already available to it, or to provide such information in any form other than that in which it would be normally provided by the Board or College administration, nor prior to the time it would normally be provided.

G. The assigned faculty office of the Union President shall be deemed to be the official office of the Union. The Board agrees to assign no other faculty members to said office. The Union may install necessary equipment owned by it, in said office.

1. Within the term of this Agreement, the Union shall have the right to purchase from the Board any office equipment which is about to be replaced at a price equal to the trade-in value of said equipment.

2. The Union will have access to the Gestetner equipment in the administration building at times when the machine is not being used by the staff. The Union agrees to provide its own paper and material.

H. It is hereby mutually agreed that the areas of faculty salaries, terms and conditions of employment and grievance procedures are outside the province of the College Assembly.

I. Upon request of the Union, the Board shall consult with the Union on matters of mutual concern.

J. The Union President shall be entitled to speak at any public Board meeting immediately following the completion of committee and other official reports.

K. The Union President shall have a load reduction of six (6) contact hours per semester. An additional load reduction of six (6) hours in the spring semester shall be assigned to the Union to be divided between no more than two (2) persons designated by the Executive Council of the Union. The two persons designated by the Union for reduced load in the spring semester shall each have a maximum of twelve (12) contact hours.

If the Union designates one person for the reduced load in the spring semester, the individual shall have a maximum load of nine (9) contact hours. If the individual(s) involved is a nonteaching member, a contact hour shall be deemed to be equivalent of two (2) working hours a week.

The Union President and the individual(s) who receive the reduced load shall not suffer any loss in pay or full-time status. All load reduction granted to the President and Union members shall be covered by adjunct faculty for courses within the Division in which the load reductions occur. Said adjunct hours shall not be subject to Article X. The Union agrees to notify the Board sixty (60) days before the start of classes of the Union members who are to be assigned reductions and the specific contact hour reduction assigned to the members for scheduling purposes.

ARTICLE II (continued)

L. The Board will deduct from the pay of each member of the bargaining unit, from whom it received written authorization signed by the member to do so, the required amount of monthly Union dues. The dues and a list of employees from whose pay they have been deducted shall be forwarded to the Treasurer of the Union not later than ten (10) days after such deductions have been made.

ARTICLE III RIGHTS OF FACULTY

A. It is hereby mutually agreed that each nontenured member of the bargaining unit shall be evaluated at least twice annually; and that each tenured member of the bargaining unit shall be evaluated at least once annually; and that a copy of a written report of each such evaluation shall be furnished to the faculty member within fourteen (14) days. Observations by administrators of any faculty member shall be limited to four (4) consecutive hours per observation. All faculty evaluations performed by supervisory personnel will be discussed with the faculty member and signed by him/her acknowledging discussion prior to being placed in his/her file. Any such material may be answered by the faculty member, and any such answer shall be attached to the evaluation in the file. No file shall be kept to which the member may not have access if the material therein refers to him/her, and he/she may obtain copies of all such material. Exceptions to the above shall be:

(1) Any material predating his/her date of employment with the College.
(2) Any material originating with the faculty member.
(3) Any material a copy of which has previously been made available.

B. Classroom Observations:

(1) Classroom observations shall be used for the purpose of improving instruction and to aid in determining whether a faculty member may be promoted or retained. The observation shall be conducted within each department by the department chairperson.

(2) A faculty member may also be observed by a peer of the faculty member chosen by the Union. The peer shall be from the same department. In the event that the department consists of the chairperson and only one faculty member, the peer may be selected from a related

department within the same division. The report of the peer observation of the faculty member shall be attached to that of the chairperson; and in the event the faculty member is recommended for promotion, the peer report shall be attached to said recommendation to be reviewed simultaneously by Dean, Vice President, and the President, in turn.

(3) Classroom observations must be based on observable instructional criteria provided in advance by the department chairperson.

(4) Classroom observations of nontenured members of the bargaining unit shall take place twice annually, and those of each tenured member of the bargaining unit at least once, and no more than twice annually. However, further observation visits may be made by academic supervisors. In the event such further visits are made, the Union shall be notified at least three (3) days in advance before each visit is made, and the supervisor shall make a report of the visit. A copy of the report shall be filed with the Union. The faculty member may request that the Union select a peer to accompany the department chairperson at this additional observation. A department chairperson shall honor requests for additional classroom observations.

(5) The observation reports must contain a conclusive statement, either positive or negative, of the classroom observation. In the event the department chairperson's evaluation is negative, a follow-up observation will be made by the department chairperson. The department chairperson will notify the faculty member of the date and time of the follow-up observation at least three (3) days in advance. The faculty member may request that the Union select a peer to accompany the department chairperson at this follow-up observation.

(6) A copy of a written report of each observation shall be furnished to the faculty member within fourteen (14) days.

(7) All classroom observations performed by department chairpersons shall be discussed with the faculty member and signed by him/her acknowledging discussion prior to being placed in his/her file.

(8) Any classroom observation may be answered by the faculty member within fourteen (14) days of signature by the faculty member, and such answer shall be attached to the evaluation in the file.

(9) A faculty member may request that the peer classroom evaluation be placed in his/her file.

(10) A faculty member may place in his/her official college file any material that is relevant to his/her employment at the College.

C. Preference for Adjunct Positions:

(1) Members of the bargaining unit shall have preference for teaching at night and during the winter intersession to the extent of two (2) courses per semester and in the summer to the extent of three (3) courses. Said preference shall include, in addition to those courses offered through the Division of Continuing Education and Instructional Resources, those courses offered in the Division of Community Education for credit or for credit equivalent.

A faculty member's load shall not exceed a maximum of eight (8) contact hours per fall and spring semester and winter intersession, nor exceed a maximum of ten (10) contact hours during the summer unless agreed upon by the member and the Dean of Continuing Education and Instructional Resources. Before any bargaining unit member is granted a second or third course, each bargaining unit member in the department requesting evening and summer courses shall be granted one (1) course or two (2) courses as applicable. All reasonable attempts shall be made for an equitable distribution of contact hours.

It is recognized by the parties that the preference for the summer includes the Summer of 1988 and extends beyond the contract expiration date and is not subject to the restrictions of Article XI.

(2) Irrespective of the other established rates, members of the bargaining unit shall receive the following rates per contact hour: Summer, Fall, Winter Intersession, and Spring semesters 1985-86--$480; 1986-87--$495; 1987-88--$510.

If the standard rates paid to outside faculty for adjunct services exceeds the above rate as outlined, bargaining unit members shall be paid said higher rate.

(3) This provision in no way grants recognition to the Union as collective bargaining representative of the adjunct faculty.

ARTICLE III (continued)

(4) Upon retirement, former members of the bargaining unit who teach courses offered through the Division of Continuing Education and Instructional Resources or the Division of Community Education shall be compensated at the current rate for adjunct teaching for members of the bargaining unit.

(5) The Dean of Continuing Education and Instructional Resources and the Dean of Community Education shall send out requests for volunteers for available adjunct teaching assignments in their respective divisions to S.S.E.S. faculty at the same time they send out such request for teaching faculty volunteers.

Letters shall accompany said respective requests reminding S.S.E.S. faculty that under Article III-C of the contract they are eligible for preference for courses for which they are qualified to teach.

D. Members shall not be required to work in unsafe or hazardous conditions, nor to perform tasks which endanger their health or safety.

E. Assignments:

(1) A faculty member will not be assigned in an area in which he/she lacks preparation, except in cases where the faculty member, the administration, and the Union agree this could be to the mutual advantage of the faculty member and the College.

(2) Any faculty member who assumes administrative duties and subsequently returns to instructor status shall resume all rights and privileges he/she would have had if he/she had continued in the faculty status without interruption.

F. Voice or Image Reproduction:

Under no circumstances will audio or videotapes or computer programs be used to reduce the number of teaching positions existing at the College in May, 1985, exclusive of any one-semester only contracts or to deprive any present faculty member of his/her teaching position.

It is understood and agreed that audio/videotapes, computer programs or other audio/tutorial devices may be used on the campus in 1985-88. It is also understood that large lecture sessions may be scheduled and that various other scheduling techniques may be used to maximize the benefits of advancing technology.

Before any change is made with respect to the present approach or methods of teaching a significant part of a course utilizing voice or image reproduction, including the utilization of large lecture sessions using voice or image reproduction, it shall be reviewed by a committee consisting of four (4) faculty members appointed by the Union, four (4) administrators appointed by the Vice President for Academic and Student Affairs, and the Dean of the division involved, who shall chair the committee.

It shall be the duty of said committee to investigate the proposal and to determine whether or not the proposed use of voice or image reproduction to teach a significant part of a course would reduce the number of teaching positions existing at the College in May, 1985 would deprive any faculty member of his/her teaching position, or would in any way modify or alter the terms and conditions of this Agreement, and upon the committee's determination, the aforesaid proposed method of teaching a course should or should not be recommended to the Vice President for Academic and Student Affairs for his/her implementation. If the committee, by a two-thirds (2/3) majority vote, recommends implementation to the Vice President for Academic and Student Affairs, the proposal may be implemented, and if the proposal fails to gain the two-thirds (2/3) majority vote, the proposal shall not be implemented within the term of this Agreement, nor shall the proposal be initiated by nonbargaining unit members. The decision of the committee shall be final and binding upon Union and Board for the term of this Agreement.

When the Board desires a bargaining unit member to make a tape or to produce a computer program, or when a bargaining unit member is interested in making a tape or producing a computer program, the Board and the teacher shall negotiate all terms and conditions involved in the production thereof, and the teacher shall have the right to be represented in the negotiations by an internal or external representative. The teacher shall be given the copyright ownership, and may, on his/her own initiative, and assuming complete individual legal responsibility, market the individual program. The Board maintains the right of usage for the educational programs sponsored by the College for a period of three (3) years in return for the use of College time and equipment. In the event either the Board or an individual bargaining unit member initiates a request for a tape to be made, a duplicate copy of such request shall be forwarded by the Board to the Union.

Tapes and computer programs referred to above include only those involving material created by the faculty member or including his/her voice or image thereon.

Bargaining unit members may make audio/videotapes or computer programs for any educational programs at Middlesex County College at any time convenient to them, subject to the availability of facilities and supportive staff.

No faculty member shall be obligated by an administrative directive to use any particular method or approach to teaching in his/her assigned course provided that the teacher follows the stated course objectives.

The above committee shall be convened at the request of any member within ten (10) days of the request. In the notice, the member shall state his/her belief that the proposal may reduce the number of teaching positions existing at the College in May, 1985, may deprive a faculty member of his/her teaching position, or may modify or alter the terms and conditions of this Agreement, and the reasons thereof.

In case of the absence of any member of the committee for any reason whatsoever, the Union or Board will select an alternative to attend said meeting.

G. Academic Freedom:

Members of the bargaining unit shall be guaranteed academic freedom.

H. Members' Schedule of Classes:

(1) Teaching faculty schedules of classes, to the maximum extent possible, shall be so arranged that faculty members fulfill their work load commitments in four (4) days, except when a bargaining unit member requests a five (5) day program, or when a class meets five (5) days of the week. Two (2) Union representatives shall have the right to discuss these schedules with the Vice President for Academic and Student Affairs, three (3) weeks prior to finalizing schedules. Preference for four (4) day schedules shall be given on the basis of seniority within subject matter areas if it is not possible to give such programs to all members.

(2) Programs shall be issued to 95% of the teaching faculty at least three (3) weeks before the beginning of each semester, subject to change for unforeseeable reasons. Faculty shall be free to exchange teaching assignments, provided that the transferees are qualified to teach the course, subject to the approval of the department chairperson.

ARTICLE III (continued)

(3) Teaching faculty shall not be required to be present at the College on days when they do not have teaching assignments, except as otherwise required by this Agreement.

(4) Teaching faculty members shall not be required to be in attendance during winter and spring recess, or on public holidays or during intersession, or at other times when classes are not in session, except when required to do so by the calendar.

(5) The President of the Union shall be permitted to check all faculty schedules in the Office of the Vice President for Academic and Student Affairs within three (3) days of the date they are issued to the faculty.

(6) In cases where any course had not been taught within three (3) years by the instructor, the instructor shall receive not less than sixty (60) days notice of this assignment unless the course is an introductory course that the faculty member agrees is within his/her field of specialization, in which case thirty (30) days notice is required.

(7) Commencing with the 1981-82 academic year, all newly hired tenure track teaching faculty members employed may be assigned to teach courses within the Division of Continuing Education as part of their full-time teaching load.

A faculty member assigned courses in the Division of Continuing Education under this Article shall suffer no diminution in salary or benefits except as follows.

The following provision of the contract does not apply to the portion of the schedule comprised of Continuing Education courses: Article IX K 2.

With regard to Article IX K 2, the administration will make its best efforts to assign courses to faculty members teaching part of their full-time assignment in the Division of Continuing Education so that the seven (7) hour span is maintained. In no case shall the span be more than ten (10) hours.

I. Vacancies:

(1) Notice of all professional position vacancies, whether faculty or administrative, shall be circulated to faculty members by posting on at least one bulletin board in each building where faculty have their offices, prior to its

publication elsewhere. Copies of all such vacancies shall be maintained on an updated basis in the Personnel Office for dissemination to the Union.

(2) All bargaining unit members who are applicants for such openings shall be notified of the disposition of their applications prior to publication of the name of the successful applicant.

(3) If the Board hires a new employee at a rank or rate of pay higher than that of a present employee in the department with equivalent academic training and years and types of experience, said present employee shall be promoted to the rank and/or pay of the newly-hired employee. Initial determination shall be made by the President subject to review under the grievance procedure provided herein.

J. Outside Activities:

Any lawful activity by any member of the bargaining unit shall not affect in any way his/her employment with the institution, nor shall he/she be subject to reprimand therefor. This Article shall not be interpreted to be in conflict with Article III, P.

K. Admission to Courses:

(1) Faculty members are to be granted tuition-free entrance to any class on a credit or audit basis at Middlesex County College so long as there is no conflict with their own assignments.

(2) Faculty dependents (including husband or wife, children or legally adopted children or other related members of the household) are to be granted tuition-free entrance to any class on a credit or audit basis at Middlesex County College for which they meet entrance requirements.

(3) Retired faculty members are to be granted tuition-free entrance, up to six (6) credits per semester and twelve (12) credits per fiscal year, to any class on a credit basis at Middlesex County College provided course prerequisites are met.

L. A member shall at all times be entitled to have present a representative of the Union when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to such faculty member until such representative of the Union is present. Such Union representative shall be provided within seventy-two (72) hours of demand. The Union representative may participate in any aspect of such meeting.

M. If a member of the bargaining unit wishes to initiate a discussion with any supervisor relative to rights under the contract, he/she shall be entitled to have present and be represented by a representative of the Union.

N. Bargaining unit members may request a change in the time and location of a class. Such request shall be directed to the department chairperson who shall investigate the feasibility of the requested change by determining from the Registrar whether a classroom is available at the proposed new time and with the students as to whether or not they all concur.

O. When a majority of those teaching a particular subject determine that it would be better taught in two (2) seventy-five (75) minute periods than in three (3) fifty (50) minute periods, and if the department chairperson, and the Dean and Vice President for Academic and Student Affairs concur, the subject shall be scheduled accordingly.

P. Any member of the bargaining unit may be employed by others, or himself/herself, conduct a business or profession off campus. However, no bargaining unit member will engage in any outside employment that:

(1) Occurs at a time when the employee is expected to perform his/her assigned duties.

(2) Impairs his/her educational effectiveness at Middlesex County College.

(3) Constitutes a conflict of interest such as: acting as an outside vendor with the College, soliciting business or clients in a classroom or on campus, misusing the College name or seal to promote his/her private interest.

The bargaining unit member will each year file with the President of the College, a status report, appended hereto, that he/she is not in conflict with the above. The form will be agreed to by both parties and acceptable to the Board of Higher Education.

ARTICLE III (continued)

Q. The Board shall provide adequate office space and equipment for each instructor. Adequate equipment shall include one desk, one file cabinet, one bookcase, one desk chair, and one visitor's chair. Adequate space shall be defined as the space required to house and to use the furniture enumerated herein. In addition to the above, each faculty office shall be equipped with an intercom telephone; which telephone shall be bridged to a switchboard extension.

R. The Board shall provide two-way telephones in the classroom areas, and the Board and the Union shall agree, in writing, on the location of these telephones.

S. The Board shall provide classroom space and supplies for each instructor at the inception of the semester or as appropriate, including:

(1) Copies, exclusively for the instructor's general use, of all texts used in each course he/she is to teach, if not available gratis from the publisher.

(2) Adequate attendance books, paper, pencils, pens, and such other material required in teaching responsibilities.

(3) Gym uniforms for physical education instructors; smocks for art instructors; leotards, tights, and footwear for dance instructors; nursing uniforms for teachers of nursing; laboratory coats for lab instructors; appropriate protective apparel for technical education instructors; and any other material required for instruction.

T. The Board shall provide clerical assistance adequate to meet the needs of the faculty.

U. Textbooks and other Teaching Materials:

Subject to the approval of department chairpersons, all texts and other teaching material shall be selected by the faculty members. Where multiple selections occur, faculty members involved shall, by majority vote, select the texts to be used. Selection shall be submitted on or before the date designated by the Vice president for Academic and Student Affairs.

V. Travel:

a. Wherever personal transportation by automobile is required as a part of the regular duties of a faculty member, a College vehicle shall be used. If a College vehicle is unavailable, the faculty member may, at his/her option, use his/her personal vehicle in which event the Board will pay twenty cents (20¢) per mile from campus to destination and return, and will be responsible for indemnification pursuant to N.J.S.A. 18A:16-6, et seq.; or use public transportation at Board expense, excluding taxis except under extenuating circumstances. Faculty members who do not hold valid drivers' licenses shall not drive College vehicles and shall use public transportation at Board expense.

b. When a bargaining unit member is not otherwise required to be at the College or at another assigned normal educational activity, and the distance from the College to the approved* extraordinary destination would be greater than from home to the approved destination, said member may use his/her own vehicle and be reimbursed for mileage in accordance with the above rate for mileage to and from destination. Where car pooling shall result in greater economy, it shall be employed.

c. Health Technologies personnel shall be reimbursed for mileage in accordance with the above rate for mileage for the difference between home to agency and home to College when travel is part of the regular work assignment.

*Approved means that activity involved has prior administrative approval.

W. The Board shall make available in each building for faculty offices or instruction, adequate restroom and lavatory facilities exclusively for faculty use plus one (1) room which shall be reserved as a lounge for the faculty and staff.

X. The Board shall provide adequate parking facilities for faculty at no charge. Faculty spaces shall be distinctively marked and students shall be forbidden to park in them. Faculty shall at all times adhere to current parking and traffic regulations of the College.

No person shall be issued more than two parking decals (except for replacement vehicles) for faculty-staff spaces. If the total staff and faculty are increased as the result of hiring additional faculty or staff, the Board shall assign additional parking spaces to accommodate the increased number.

The location of faculty parking spaces is set forth in Appendix C.

When members are assigned teaching or other duties off campus, the College shall arrange for parking facilities for them or reimburse them for parking fees upon presentation of receipts.

Y. Official Announcements and Documents:

The administrative officers of the College shall promptly make available to the faculty in the library any official announcements coming to their attention of grants available to the faculty and of new legislation of interest to the faculty.

The Board shall maintain for review its Administrative Policy Manual in Divisional Office available to faculty during divisional office hours.

Z. When the need arises for reasons of personal leave or leave to attend conventions, workshops, etc., teaching members may arrange with their qualified colleagues to cover their classes, or for the exchange of class assignments, subject to approval of the department chairperson.

AA. Student Grievance Procedure:

Whenever a student brings a grievance against a member of the bargaining unit to the attention of the College administrator, the administrator shall inform the unit member of the nature of the allegation prior to conducting an investigation.

Upon investigation, if the administrator or his/her designee finds probable cause, but the nature of the grievance is not of a serious nature to warrant disciplinary action, the administrator shall attempt to resolve the matter informally. No permanent record shall be kept of such informal investigations or the resolution thereof upon successful conclusion of the matter.

Upon investigation, if the administrator or his/her designee finds a probable cause and the nature of the grievance is of a serious nature to potentially warrant disciplinary action, the administrator shall advise the faculty member, the Union, and the Dean of the nature of the complaint and the name of the grievant.

The Dean of the Division shall complete the investigation and hold a hearing within fifteen (15) school days. Following the hearing, the Dean shall, within ten (10) school days, render a final decision. The parties agree to extend the time sequence outlined above to the end of the semester should the student grievant so request.

The bargaining unit member shall be entitled to have Union representation at the hearing. The bargaining unit member may attach his/her response to any material placed in the unit member's file as a result of the hearing. Any material placed in the bargaining unit member's file and later shown to be unfounded will be removed. Nothing in this provision precludes a bargaining unit member from filing a grievance under Article VI of the Labor Agreement.

ARTICLE IV CONDITIONS OF EMPLOYMENT

A. Requirements for Academic Rank:

(1) Teaching Faculty:

a. Instructor: Master's Degree or thirty (30) graduate credits. Graduate work must be in areas relevant to teaching responsibilities.

b. Assistant Professor: Master's Degree or thirty (30) graduate credits; plus fifteen (15) additional credits, plus five (5) years of collegiate teaching or ten (10) years of secondary school teaching, or ten (10) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibilities.

OR

Two (2) years of high school teaching or two (2) years of relevant business or industrial experience may be considered equivalent to one (1) year of college teaching.

OR

Doctorate in any area relevant to the field of teaching responsibility.

c. Associate Professor: Master's Degree; plus additional graduate credits to equal a total of seventy-five (75); plus seven (7) years of collegiate teaching*, or fourteen (14) years of secondary school teaching, or fourteen (14) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

OR

Doctorate: plus four (4) years collegiate teaching experience*, or eight (8) years secondary school experience, or eight (8) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

ARTICLE IV (continued)

d. Professor: Doctorate; plus ten (10) years collegiate teaching experience*, or twenty (20) years secondary school experience, or twenty (20) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

The word "Doctorate," as used herein, shall be construed to include completion of all requirements for a doctorate except the dissertation.

*Two (2) years of high school teaching or two (2) years of relevant business or industrial experience may be considered equivalent to one (1) year of college teaching.

(2) Student Personnel Division:

a. Instructor: Master's Degree

OR

Baccalaureate Degree; plus five (5) years of appropriate experience.

b. Assistant Professor: Master's Degree; plus five (5) years of appropriate experience.

OR

Baccalaureate Degree; plus ten (10) years of appropriate experience.

OR

Doctorate.

c. Associate Professor: Doctorate; plus four (4) years of appropriate experience.

OR

Master's Degree; plus thirty (30) additional graduate credits; plus ten (10) years of appropriate experience.

d. Professor: Doctorate, plus ten (10) years of appropriate experience.

ARTICLE IV (continued)

(3) Librarians:

a. Instructor: Master's Degree or thirty (30) graduate credits in Library Science.

b. Assistant Professor: Master's Degree or thirty (30) graduate credits in Library Science; plus five (5) years of appropriate experience.

c. Associate Professor: Master's Degree; plus thirty (30) additional graduate credits, both in Library Science; plus ten (10) years of appropriate experience; or Doctorate; plus four (4) years of appropriate experience.

d. Professor: Master's Degree; plus thirty (30) additional graduate credits, both in Library Science; plus fifteen (15) years of appropriate experience; or Doctorate; plus ten (10) years of appropriate experience.

(4) Nothing in the above requirements for rank shall be applied to effect a reduction from present rank for any faculty member.

(5) Wherever "secondary school teaching" is used, it shall be interpreted to include any teaching above eighth (8th) grade and below the level of college teaching.

(6) Whenever "collegiate teaching" is used, it shall be interpreted to mean teaching in an accredited institution of higher learning including four (4) year college teaching, two (2) year college teaching, university college teaching, Basic Diploma Schools of Nursing teaching, or as graduate teaching assistants who carried full teaching responsibilities.

(7a) To satisfy graduate credit requirements, years of "business or industrial experience" may be substituted therefor, with each year of such experience the equivalent of six (6) graduate credits, provided the same years of experience may not be used to satisfy the educational requirement and the experience requirements.

(7b) A Professional Engineer's license or CPA certificate shall be considered equivalent to fifteen (15) graduate credits or five (5) years of secondary teaching or industrial experience.

(7c) Relevant undergraduate credit may be substituted for graduate credits upon approval of the department chairperson.

(7d) Thirty (30) graduate credits relevant to the unit member's responsibility shall be considered equal to a Master's Degree.

(7e) The word "Doctorate" as used in Article IV-A-2 and Article IV-A-3 shall be construed to include completion of all requirements for the Doctorate except the dissertation; the Doctorate shall be relevant to the unit member's responsibility.

(7F) Fifteen (15) Continuing Education Units (CEU)* are the equivalent of one (1) graduate credit.

*a. A CEU is one hour of approved instruction or workshop. A CEU credit must be approved by the Department Chairperson involved. This equivalency is applicable only to counselors, librarians, and unit members in the Registrar's and Admissions Offices.

(8) Adjunct teaching at this or other colleges shall be equated to full-time teaching for meeting any requirements of rank on the basis of thirty (30) contact hours being equal to one year of full-time teaching, provided that during the period for which adjunct credit is claimed, full-time college teaching is not claimed.

(9) Notwithstanding any other provision of this Agreement, it is mutually understood and agreed that the President of the College may waive the standard requirements for appointment or promotion to any academic rank with respect to any individual who, in the President's judgment, can make a significant contribution to the College; it being understood that this prerogative shall not be used to effectively discriminate against any member of the bargaining unit.

B. Promotion:

(1) To be considered for promotion, faculty members must submit requests on forms provided by the Vice President for Academic and Student Affairs, on or before February 1.

(2) The application for promotion shall be submitted to a faculty selection committee (three (3) faculty elected by secret ballot from the department or related departments). The committee shall pass upon eligibility for promotion and recommend in priority order if more than one (1) teacher is being recommended for the same rank. A minority report may be forwarded.

ARTICLE IV (continued)

(3) The faculty selection committee shall evaluate faculty nominated by the committee and recommend faculty for promotion in rank to the dean of the division. The dean will also receive recommendations from the department chairpersons.

(4) The dean shall recommend faculty for promotion to the Vice President, using a priority list for each different rank, and stating positive reasons to support each recommendation.

(5) In the event there are not sufficient reasons to recommend further an individual who-has been recommended by either the chairperson or the faculty committee, the dean shall so inform the individual involved. In the case of rejection by the department chairperson, the dean of the chairperson's division shall state the department chairperson's reasons for rejection, in writing, to the individual involved. In the case of rejection by the dean of the chairperson's division, the dean shall state his/her own reasons for rejection in writing to the individual involved. The letter stating the reason(s) for rejection shall also include possible ways to correct the deficiencies.

(6) The Vice President shall submit the recommendations of the dean, together with his/her own, to the President. In case of rejection by the Vice President, he/she shall state his/her reasons for rejection in writing. The President, after reviewing the recommendations, will make his/her recommendations to the Board of Trustees, whose decision is final.

C. Employment Contracts:

(1) The Board shall issue individual employment contracts to all members of the bargaining unit who are to be reappointed for the academic year 1985-86 not more than thirty (30) days after the official execution of a labor contract between the parties covering said year. Individual contracts shall not be issued prior to said execution. The individual contract shall be in the form appended hereto and marked Appendix A. Those members to be employed for the academic year 1985-86 must report to the Office of the Vice President for Academic and Student Affairs not later than thirty (30) days after receipt to execute their individual employment contracts, and to receive a signed copy in exchange. Failure to do so will constitute a declination of the appointment.

811

(2) The Board shall issue individual employment contracts to all members of the Bargaining unit who are to be reappointed for 1986-87 and 1987-88 academic year by June 1, 1987 and June 1, 1988, respectively. Those members to be employed for each of the aforementioned the academic years must report to the Office of the Vice President for Academic and Student Affairs not later than thirty (30) days after receipt to execute their individual employment contracts and to receive a signed copy in exchange. Failure to do so will constitute a declination of appointment.

D. Tenure:

Members of the bargaining unit shall attain tenure in accordance with the provisions of N.J.S.A. 18A:60-1 et seq and amended by P.L. 1973, C.163 and shall be protected by the provisions thereof.

E. Probation:

All bargaining unit members employed by the College after the 1973-74 school year will have a five year probationary period under the provisions of P.L 1973, C.163.

F. Retrenchment and Rights of Reemployment

(1) Tenured bargaining unit members who are retrenched are entitled to reemployment rights as per New Jersey Statute (N.J.S.A. 18A:60-3).

(2) The process by which an employee is rehired under the provisions of this Article shall be the standard process for the hiring of academic employees in effect as of July, 1985.

G. Process by Which Determination for Nonrenewal of a Probationary Contract Shall Be Made -- Hearing:

(1) Members of the bargaining unit on probationary status whose contracts are not to be renewed will be so notified, in writing, by his/her department chairperson or the appropriate supervisor not later than January 31 of the current academic year. If the faculty member chooses to appeal the decision of nonrenewal, the procedure set forth hereafter in Article IV, G(2), shall be initiated by his/her request not later than February 15 of the current academic year. This provision shall not apply to faculty members who have been hired with a clear understanding that their employment is for one-semester only or to replace a faculty member on leave. The one-semester only exception applies only to those faculty members who have not been hired previously on a full-time basis at Middlesex County College.

8;2

(2) Division deans will review the decision with the department chairpersons and will also interview the individual involved to hear his/her side of the story. If the decision of the department chairperson has primarily to do with classroom performance of the teacher, the division dean will make his/her own independent evaluation of said performance (in the event that the dean and department chairperson are the same person, everything contained in this paragraph shall apply to the Vice President for Academic and Student Affairs or his/her designee).

(3) The Vice President for Academic and Student Affairs will review with all division deans all decisions for nonreemployment within their respective jurisdictions. The Vice President for Academic and Student Affairs will interview each individual involved, to hear his/her side of the story.

(4) The Vice President for Academic and Student Affairs will review with the President all cases in which individual teachers are not to be recommended for reemployment. The President, after interviewing each individual involved, will determine whether or not said individuals are to be recommended to the Board for reemployment.

(5) If, after the process detailed in steps 1 through 4 above has been completed, the President decides not to recommend any teacher for reappointment, he/she shall so inform the teacher in writing, stating the reason or reasons for the failure to recommend.

(6) In the event that an individual whose probationary contract is not to be renewed believes that the decision not to renew is arbitrary, capricious, or discriminatory, or motivated by personal animosity, he/she may request and shall be granted a hearing before the Employee Relations Committee of the Board of Trustees.

(7) Following any hearing under the provision of item 6 above, the Employee Relations Committee of the Board will present its findings to the President for his/her consideration in determining whether or not his/her decision not to recommend the individual should be reversed.

(8) The parties agree to make every effort to have the procedure completed by May 15, of the current academic year.

ARTICLE V FACULTY BENEFITS

A. Paid Leaves of Absence:

(1) Sick Leave:

a. Sick leave shall be granted to faculty pursuant to the provisions of N.J.S.A. 18A:30-1 et seq.

b. Bargaining unit members will be entitled to additional protection if there is no record of abuse of sick leave privileges from the last day of their accumulated sick leave, but not less than the 30th day of the illness, to the 181st day of the illness except those illnesses sustained as a result of self-induced afflictions such as illegal drugs and alcohol abuse, but not to exceed 109 working days.

During the time within which a bargaining unit member is ill or disabled and is receiving payment from the college pursuant to this fringe benefit, such employee will submit to the college a certificate of illness from his physician. The college physician after review of the certification of illness will ascertain the advisability of an additional medical examination. This medical examination, if required, will be conducted by a college physician at college expense. Should the two physicians disagree, a third impartial physician will be agreed to by the two physicians. He/she shall review the two medical reports as well as examine the individual if he/she deems it necessary. Upon completion of the review and exam, he/she shall render a final and binding decision. Cost for such impartial review shall be shared equally between the Union and the Board.

During the time this fringe benefit is in effect such person will receive two-thirds (2/3) of his/her base salary.

Bargaining unit members who are currently enrolled in T.P.A.F. shall be insured under a separate long-term disability insurance policy, after exhaustion of the income protection plan, which will cover the members at a rate of 60% of the most current 12-month base salary until age seventy (70) or until retirement, whichever comes first, or in a manner commensurate with TIAA coverage under long-term disability.

c. Members of the bargaining unit absent because of illness or physical disability will cause the fact to be reported to the respective department chairperson's office* in advance of the next assigned class meeting or other obligation unless physically unable to do so, in which case, they shall do so at the earliest time possible. The Board may require proof by certificate of a physician of inability to timely report.

*SSES bargaining unit members will notify the appropriate immediate supervisor.

d. Absences which have been covered by a colleague shall not be charged to the absent member's sick leave account.

e. In determining the use of sick leave, those bargaining unit members on a four (4) day or less schedule shall be charged with four (4) days for an illness extending a week or more, while those bargaining unit members on a five (5) day schedule shall be charged with five (5) days for an illness extending a week or more.

f The President or his/her designee will inform every member of the collective bargaining unit on or before September 15 of each year of the number of sick days accumulated to his/her credit as of June 30 next preceding, and a statement of the number of sick days used during the previous year.

(2) Bereavement:

Leave not to exceed five (5) days will be allowed for each death in the immediate family of the faculty member. The immediate family shall be defined as spouse or children, parents or parents-in-law, siblings or siblings-in-law, grandchildren, or other members of the faculty member's household.

(3) Jury Duty:

Faculty members shall be excused from work for jury duty, and shall be paid regular salary less the jury fee for such periods of service.

(4) Family Illness:

In the case of critical illness of a parent, parent-in-law, child, child-in-law, or a member of the faculty member's household, leave of not more than five (5) days per academic year, nonaccumulative, shall be granted.

(5) Court Appearance:

A faculty member who is lawfully subpoenaed to appear before a court or similar agency shall be granted leave sufficient to cover such appearance, provided the reasons therefor involve no moral turpitude on his part.

(6) Sabbatical Leaves:

Sabbatical leaves may be granted by the Board, subject to the following conditions:

a. Faculty members must have completed seven (7) years of continuous service at the College, since beginning service or since his/her last sabbatical leave.

b. The application for the leave must be filed by February 15, or a date thereafter as established by the Sabbatical Leave Committee, of the academic year prior to that in which the leave would be taken. The application must clearly state the specific study or research purpose in the manner specified by the Committee so as to permit proper evaluation.

The application shall state the semester(s) for which the leave is requested. If the application is inadequate for proper evaluation, the Sabbatical Leave Committee shall request of the applicant any additional information reasonable required, and said applicant shall comply with the request.

c.1. Applications shall be submitted to the Sabbatical Leave Committee, which shall, to the extent possible, consist of three (3) full professors appointed by the Union and three (3) deans appointed by the Vice President. If a sufficient number of full professors are not available, the Union shall appoint associate professors. If a sufficient number of deans are not available, the Vice President shall appoint other persons.

Members of the committee shall be appointed as of November 1 of each academic year and shall serve until October 31 of the following academic year.

c.2. Applications shall be submitted in seven (7) copies, six (6) to the committee chairperson, and one (1) copy to the member's dean.

ARTICLE V (continued)

d. After careful consideration of all applications, the committee shall recommend to the President the names of persons to be in turn recommended to the Board for a leave. In the event of a tie vote on the committee, the President shall vote to break the tie.

e. Not more than ten percent (10%) of the eligible faculty may be on sabbatical leave at any one time.

f.1. Ten-month bargaining unit members' sabbatical leave may be for one semester or two semesters in duration. Full salary shall be paid for a one-semester leave, and half salary for a two-semester leave.

f.2. Twelve-month bargaining unit members may be on sabbatical leave up to one full year at half salary, or up to one-half year at full salary, provided the stated purpose of the leave necessitates use of that time.

f.3. Bargaining unit members, while on sabbatical leave, shall continue to receive medical, dental, and retirement benefits, but shall not accumulate sick leave, nor shall twelve-month bargaining unit members accumulate vacation.

g. Faculty members applying for, and granted a one-semester only sabbatical leave shall not carry more than a normal course load during the other semester of that academic year.

h. Any substantive change requested in purpose of sabbatical leave, if made during the summer, must be approved by a special panel composed of two (2) union representatives and two (2) administration representatives from the duly constituted sabbatical committee that originally approved the leave.

If a request for a change in purpose is received during the summer recess and the special interim committee is deadlocked whether to accept the request for change, the President shall break the tie. In the event the request is denied, the faculty member must pursue the original purpose for the leave or return to nonsabbatical status.

ARTICLE V (continued)

i. A report encompassing the results of the rationale for the leave shall be submitted to the dean and the sabbatical leave committee by the member upon return. The member shall provide the dean, at college expense, a copy of any written findings generated as a result of the sabbatical leave.

(7) Personal Leave:

Reasonable leave shall be permitted for matters which cannot be cared for in free time and which would result in legal, business, or family disadvantage if not covered at the appropriate time. Such leave shall be arranged in advance and the faculty member shall make every effort to have his/her responsibilities met in his/her absence. This leave will be at regular pay and shall not exceed two (2) days per year.

a. Personal leave shall also apply to religious holidays. Teachers whose religious beliefs require their absence on days when classes are scheduled shall so notify their department chairperson in advance, and shall be responsible for arranging coverage for their classes for the day of the absence. The department chairperson shall be notified of the manner or means of such coverage, which shall be at discretion of the teacher.

B. Unpaid Leaves of Absence:

(1) A leave of absence of up to two (2) years shall be granted to any tenured faculty member upon application for the purpose of advanced study. The Board may extend such leave beyond the two (2) year limit if it so desires. Upon presentation of satisfactory evidence of completion of a graduate program relevant to his/her field of teaching, a faculty member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.

(2) A leave of absence of up to two (2) years shall be granted to any tenured faculty member upon application for the purpose of participating in exchange teaching programs in other States, territories, or countries, or a cultural program related to his/her professional responsibilities, provided said faculty member states his/her intention to return to this college. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.

(3) Upon request by the faculty member, a leave of absence, determined to be in the best interest of the college and faculty member by the Board of Trustees, may be granted for one (1) year with renewals upon Board approval. Upon return from such leave, a faculty member shall be placed on the salary schedule then in effect at the same rate he/she would have attained had he/she worked in the college during such period.

(4) Upon request by the SSES Faculty member, an unpaid leave of absence determined by the Board of Trustees to be in the best interest of the college and SSES faculty member, may be granted for less than one (1) year with renewals upon Board approval. Upon return from such leave, an SSES faculty member shall be placed on the salary schedule then in effect at the same rate he/she would have attained had he/she worked in the college during such period. Salary for year in which leave is taken shall be calculated as follows:

The daily rate shall be calculated by dividing the yearly base salary by 261. The salary reduction, due to the unpaid leave, equals the number of weekdays within the leave multiplied by the daily rate. For a holiday not to be included within the unpaid leave, the faculty member must work the last working day prior to the holiday.

For every 13 weekdays taken as unpaid leave, annual vacation leave is reduced by one (1) day. For every eighty-seven (87) weekdays taken as unpaid leave, the annual floating holiday allowance is reduced by one (1) day. This final paragraph pertains to accrual of rights and does not pertain to salary reduction.

(5) A military leave of absence shall be granted to any faculty member drafted for military duty or who shall be required to serve in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces during periods of crisis or emergencies. Upon return from such leave, in accordance with the requirements of applicable law for the retention of reemployment rights, a faculty member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.

ARTICLE V (continued)

(6) A leave of absence of up to two (2) years shall be granted any faculty member upon application for the purpose of serving as an officer of any professional organization or on its staff. The Board may extend such leave beyond the two (2) year limit if it so desires. Upon return from such leaves, such faculty members shall be placed at the same position on the salary schedule that they would have attained had they taught in the college during such period.

(7) A faculty member who is elected or appointed to a political office which requires his/her absence from duty with the college for an extended period of time shall be granted a political leave of absence without pay. Should he/she be reelected or reappointed to the same political office for an ensuing term, or elected or appointed to a different political office, his/her leave of absence shall be terminated. Upon his/her return, he/she shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.

(8) A leave of absence of up to two (2) years shall be granted to any bargaining unit member upon application for the purpose of serving as an officer with the American Federation of Teachers. The Board may extend such leave beyond the two-year limit if it so desires. Upon return from such leave such bargaining unit member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such leave.

(9) A leave of absence of up to one (1) year shall be granted to any faculty member upon application for the purpose of a child care leave. This leave shall not be granted within one (1) year after maternity leave. The Board may extend such leave beyond the one-year limit if it so desires. Upon return from such leave such bargaining unit member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.

(10) Maternity Leave:

(a) A maternity leave is to be regarded as a temporary disability, and the bargaining unit member shall be entitled to all considerations and benefits associated with a temporary disability.

(b) Not later than the fourth (4th) month, the staff member shall notify the Office of the President, in writing, of the condition of the pregnancy. Upon notifying the President, the staff member shall let it be known as to plans of continuing employment or taking a leave of absence not to exceed one (1) year. Upon request, the Board may extend such leave beyond the one-year limit. Notification of the pregnancy shall be accompanied by a statement of her physician giving the state of condition of the pregnancy, the anticipated delivery date, and her ability to continue normal duties. The member shall provide consent for the Board of Trustees to verify through consultation with her physician her ability to continue her normal duties.

(c) Accumulated sick leave may, at the option of the employee, be used by the individual pursuant to the provisions of N.J.S.A. 18A:30-1 et seq.

(d) The SSES faculty member's position shall be made available to her within thirty (30) days after written notification to the President of the College, of her intent to return to full-time employment. The teaching member's position shall be made available to her at the start of the next academic semester, upon thirty (30) days written notification to the President of the College of her intent to return to full-time employment. Any person filling the bargaining unit member's position during her maternity leave, shall be considered temporary with regard to that position and must relinquish such position within thirty (30) days specified above.

(e) The individual shall be placed at the same position on the salary schedule that she would have attained had she been employed by the college during such period.

(11) A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.

(12) The benefits described in section "C", Article V, hereof shall be available to tenured faculty members. Maternity leave shall also be granted to probationary members. At Board discretion, probationary faculty members will be granted other benefits described in section "C", Article V,

hereof. Military leave will be available to all faculty members. The Board will maintain payments for health and pension benefits of employees who are not otherwise covered for health and pension benefits while they are on leave under section "C", Article V, hereof.

(13) Applications or letters of intent to apply for leave under this section must be received on or before April 15 of the preceding year of the leave; or, in the event the leave is to be for the spring semester only, by the prior October 15. SSES faculty members requesting leaves in accordance with provision (C4) must request such leave ninety (90) days prior to the commencement of the leave. This provision does not apply to maternity or military leaves, in which cases notice shall be given as soon as practicable.

(14) Where leaves under this section are granted, the absent member's duties may be covered by the use of adjuncts for the first semester of the leave.

C. If at the time of termination, provided that an employee of the bargaining unit has provided the college with forty-five (45) days notice, he/she shall be compensated in cash for accumulated vacation time up to a maximum of thirty (30) days. In the event of a faculty member's death, accumulated vacation time up to a maximum of thirty (30) days shall be paid to his/her designated beneficiary.

ARTICLE VI GRIEVANCE PROCEDURE

A. A grievance is a claim or complaint by a member of the bargaining unit, a group of members of the bargaining unit, or the Union itself, hereinafter referred to as a "GRIEVANT" based upon an event which affects a condition of employment, discipline, or discharge, and/or alleged violation, misinterpretation or misapplication of any provision of this Agreement or of any existing rule, order, or regulation of the Board of Trustees.

B. In the event that a grievant believes he/she has a basis for a grievance, he/she shall first informally discuss the basis for the grievance with his/her department or division head or the authorized administrator either pro se or through representation by the Union.

The grievant or Union representative shall have indicated to the appropriate administrator the intent to grieve at the informal stage within thirty (30) days from the date on which the act is the subject of the grievance occurred, or thirty (30) days from the date on which the unit member or Union should reasonably have known of its occurrence.

Bargaining unit members and the Union shall have until October 1 to initiate grievances that occurred or allegedly occurred during the months of June, July, or August.

The time limitation shall not apply to any alleged violation that has occurred in the past and has continued up to the time of initiation of the grievance procedure.

C. If, after the informal discussions with the division or department head or administrator, an adverse decision or no decision has been rendered within seven (7) calendar days, the grievant may within two (2) weeks of the expiration of that period, invoke the formal grievance procedure in writing signed by the grievant and the Union. Two (2) copies of the grievance shall be filed with the President of the College or a representative designated by him/her.

D. Within seven (7) calendar days from the date of filing, the President or his/her designee shall meet with the grievant and the Union in an effort to resolve the grievance. A tape recording shall be made of the meeting. The President or his/her designee shall indicate his/her disposition of the grievance, in writing, within seven (7) calendar days of said meeting to the grievant and to the Union.

E. If either the Union or the grievant is not satisfied with the disposition of the grievance by the President or his/her designee, or if no disposition has been made within the time limits in paragraph D, the grievance shall be transmitted within two (2) weeks to the Board of Trustees by filing a written copy thereof with the Chairperson of the Employee Relations Committee of the Board. The Board shall review the record of the President's meeting and shall dispose of the grievance within ten (10) days, in writing, to the Union and shall state its reason in the event the grievance is denied.

F. If either the Union or the grievant is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in paragraph E, and it shall involve "An event which affects a condition of employment, discipline, or discharge, and/or alleged violation, misinterpretation, or misapplication of any provision of the Agreement or any existing rule, order or regulation of the Board of Trustees," it may within fifteen (15) days after receipt of notification of the decision of the Board of Trustees be appealed to arbitration.

Such appeal shall be in writing and shall be mailed to the Public Employment Relations Commission and to the Board of Trustees within said fifteen (15) day period, and if not so mailed, the grievance shall be deemed abandoned and terminated.

Within thirty (30) days after the date of this Agreement, representatives of the parties of this Agreement will obtain from the Public Employment Relations Commission a list of arbitrators, and will agree upon a panel of three (3) arbitrators, obtaining additional lists if necessary. By mutual consent of the parties the number of arbitrators can be increased at any time. The parties shall furnish the Public Employment Relations Commission the names of the arbitrators selected. Thereafter, the Public Employment Relations Commission shall designate one (1) of said arbitrators to hear each grievance that may be referred to arbitration.

The arbitrator so selected will be requested to confer with the parties and hold hearings promptly and to issue his/her decision not later than twenty (20) days from the date of the close of the hearing.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding the disposition of the "Event which affects a condition of employment, discipline or discharge, and/or alleged violation, misinterpretation, or misapplication of any provision of this Agreement or any existing rule, order, or regulation of the Board of Trustees; and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties." The arbitrator's fee and expenses shall be shared equally by the Board and the Union.

The decision of the arbitrator, if within the scope of his/her authority, as above set forth, shall be final and binding.

G. Persons who may be required by either party to be present for the purpose of this Article are defined as the grievant, not more than two (2) Union representatives, the Board representatives, and witnesses. When hearings are held during working hours, persons required to be present shall be excused without loss of pay.

ARTICLE VI (continued)

H. No reprisals of any kind shall be taken against any member for participating in any grievance. If any member for whom a grievance is filed, processed, or sustained shall be found to have been unjustly discharged, he/she shall be restored to his/her former position with full reimbursement of all professional compensation lost. The arbitrator shall be empowered to make a compensatory reward.

I. The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

J. Board shall furnish Union with a copy of the tape record of the President's meeting at Union expense.

K. No grievance shall be adjusted without prior notification to the Union, and an opportunity for a Union representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

L. The parties shall seek expedited arbitration and bench decisions shall be requested if the parties agree.

ARTICLE VII PROFESSIONAL BEHAVIOR

A. Faculty members are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives from time to time which are not inconsistent with the provisions of this Agreement, provided that a faculty member may reasonably refuse to carry out an order which threatens physical safety or well-being or if professionally demeaning.

B. If, in the opinion of a duly appointed administrator, a member of the bargaining unit has violated any provision of this Agreement or any rule, regulation, or direction, promulgated pursuant to paragraph A above, the administrator shall first attempt to resolve the matter informally. If the matter cannot be so resolved, the administrator shall inform the unit member involved and the Union, in writing, of the alleged violation and shall establish a date and time for a hearing at which the unit member shall be required to show cause why he/she should not be reprimanded for said violation. The date of the written notice shall, in no event, be later than fifteen (15) school days after the date of the alleged violation. The notice shall be specific as to the date, time, and nature of the alleged violation. Following the hearing, the administrator shall within thirty (30) days reprimand the unit member or the matter shall be deemed to be terminated.

ARTICLE VII (continued)

C. Prior to cancellation of any classes, faculty member shall obtain approval of department chairperson or division dean. Should the faculty member be unable to contact either chairperson to obtain such approval, he/she shall notify the department chairperson or division dean as soon as possible after the cancellation.

ARTICLE VIII CHANGES IN POLICY AND PAY POSITIONS

A. The Board agrees that it will make no change in existing policy relative to wages, hours, and other conditions of employment without appropriate prior consultation and negotiations with the Union.

B. The determination of the duties and the rate of pay for all new positions or possible changes in current positions within the college which would result in dimunition of the duties of members of the bargaining unit shall be negotiated with the Union prior to the implementation by the Board.

ARTICLE IX SALARY, WORK LOAD, CLASS SIZE, AND FRINGE BENEFITS

A. Paydays:

(1) The Board shall prepare monthly payrolls throughout the fiscal year. Members of the bargaining unit shall be paid at one-half (½) of the net amount due them for each month on the fifteenth (15th) and thirtieth (30th) of the month, or on the last school day prior to the fifteenth (15th) or thirtieth (30th), if the fifteenth (15th) or thirtieth (30th) should fall on a weekend or holiday. The Board agrees to arrange with a bank to be chosen by the member, for a 24-payment plan for any individual bargaining unit member on a ten-month contract who elects such plan. The plan shall provide that interest on a deferred payment plan shall be paid to the member.

(2) When payday falls on a day when a faculty member is not otherwise required to be on campus, such faculty member may obtain his/her check, if available, the day before from the Payroll Office. If for any reason the faculty member is required to be on campus on payday, the check will not be released prior to payday in accordance with IX A-1 above.

(3) Overload pay shall be paid within forty-five (45) days after completion of the semester in which it was earned.

B. Compensation

(1) Retroactive to July 1, 1985, each bargaining unit member shall have added to his/her base contract salary for the 1984-1985 contract year, according to his or her rank, the following amount:

Full Professor - $2,900
Associate Professor - $2,600
Assistant Professor - $2,300
Instructor - $2,000
Assistant Instructor - $2,000

(2) Effective July 1, 1986, each bargaining unit member shall have added to his/her base contract salary for the 1985-86 contract year, according to his or her rank, the amount computed in accordance with the following formula:

(a) The total of all contract salaries paid to the members of the bargaining unit for the 1985-1986 contract year, who it is anticipated will be present for the 1986-1987 contract year because their termination has not been reflected in Board of Trustee minutes for their June 1986 meeting or earlier, adjusted by the addition thereto of unpaid contract salaries of those members on leave without pay or on full year sabbatical leaves shall be multiplied by 7.75 percent.

There shall be added to this product the sum of the products of the number of Associate Professors multiplied by $200.00, the number of Assistant Professors multiplied by $400.00 and the number of Instructors and Assistant Instructors multiplied by $600.00.

(b) The sum arrived at in (a) above shall be divided by the product of the total number of members of the bargaining unit in 1985-1986 who will be present at the College in 1986-1987 multiplied by the 1985-1986 average salary of all Full Professors in the bargaining unit who will be present at the College in 1986-1987 and the resulting quotient shall be carried out to five significant digits and converted to percentage.

(c) The percentage arrived at in (b) above shall be multiplied by the average 1985-1986 salary for all Full Professors. This product shall be the increase to be added to the 1985-1986 salaries of all Full Professors. That product less $200.00 shall be the increase to be added to the 1985-1986 salary of all Associate Professors. That same product less $400.00 shall be added to the 1985-1986 salary of all Assistant Professors. That same product less $600.00 shall be added to the 1985-1986 salary of all Instructors and Assistant Instructors.

(d) Promotional increases granted in June 1986 are excluded from base salary when figuring salary increases for 1986-1987.

(3) Effective July 1, 1987, each bargaining unit member shall have added to his/her base contract salary for the contract year, according to his or her rank, the amount computed in accordance with the following formula:

(a) The total of all contract salaries paid to the members of the bargaining unit for the 1986-1987 contract year who it is anticipated will be present for the 1987-1988 contract year, because their termination has not been reflected in the Board of Trustees minutes for their June 1987 meeting or earlier, adjusted by the addition thereto of unpaid contract salaries or those members on leave without pay or on full year sabbatical leaves shall be multipled by 7.25 percent.

There shall be added to this product the sum of the products of the number of Associate Professors multiplied by $200.00, the number of Assistant Professors multipled by $400.00, and the number of Instructors and Assistant Instructors multipled by $600.00.

(b) The sum arrived at in (a) above shall be divided by the product of the total number of members of the bargaining unit in 1986-1987 who will be present at the College in 1987-1988 multiplied by the 1986-1987 average salary of all Full Professors in the bargaining unit who will be present at the College in 1987-1988 and the resulting quotient shall be carried out to five significant digits and converted to percentage.

(c) The percentage arrived at in (b) above shall be multiplied by the average 1986-1987 salary for all Full Professors. This product shall be the increase to be added to the 1986-1987 salaries of all Full Professors. That product less $200.00 shall be the increase to be added to the 1986-1987 salary of all Associate Professors. That same product less $400.00 shall be added to the 1986-1987 salary of all Assistant Professors. That same product less $600.00 shall be added to the 1986-1987 salary of all Instructors and Assistant Instructors.

ARTICLE IX (continued)

(d) Promotional increases granted in June 1987 are excluded from the base salary when figuring salary increases for 1987-1988.

(4) In the event that an individual is promoted into the next higher rank than he/she currently holds, he/she shall be paid a promotion increase, additional to his/her standard increase, pursuant to the following schedule:

Promotion to Instructor's Rank - $550.00
Promotion to Assistant Professor - $750.00
Promotion to Associate Professor - $800.00
Promotion to Full Professor - $900.00

C. It is mutually agreed that no member of the bargaining unit shall be paid for the term of the contract a salary which is less than the minimum salary nor more than the maximum for the rank assigned to him/her.

D. For the purpose of implementing this Agreement, the following shall be the minimum and maximum salaries for the 1985-1986, 1986-1987, and 1987-1988 contract years.

10-MONTH AFT SALARY GUIDE

MINIMUMS

Rank	1985-86	1986-87	1987-88
Assistant Instructor	$18,057	$19,456	$20,876
Instructor	20,043	21,596	23,162
Assistant Professor	23,466	25,285	27,118
Associate Professor	27,816	29,972	32,144
Professor	32,822	35,365	37,930

MAXIMUMS

Rank	1985-86	1986-87	1987-88
Assistant Instructor	$30,721	$32,795	$34,845
Instructor	41,271	44,057	46,810
Assistant Professor	45,028	48,067	51,071
Associate Professor	49,414	52,749	56,046
Professor	53,246	56,840	60,393

Twelve-month Bargaining Unit Members

The salary range for twelve (12) month bargaining unit members shall be 120 percent of the minimums and maximums of the ten (10) month salary ranges for each year shown above.

E. Overload:

No faculty member shall be required to work beyond the basic load set forth. Faculty may, however, voluntarily handle an overload during the regular college day subject to the approval of the President. In such cases, the overload shall be compensated at the rate of 3-1/3% of his/her regular salary for each contact hour of overload.

F. Student Overload:

The student overload rate shall be figured by dividing twice the number of students as prescribed for the bargaining unit member in Article IX, Section G, into his/her annual salary.

The student overload will be figured by taking the tenth day adjusted roster, midterm roster, and the final grade roster, and averaging them to determine semester load. From this will be subtracted the member's required semester load per Article IX, G. The resulting difference will be the student overload. The faculty member will be paid the product determined by multiplying the student overload by the student overload rate.

G. Student Roster Load:

Members of the bargaining unit shall teach not more than one hundred fifty (150) students per semester and not more than seventeen (17) contact hours per week per semester, nor more than thirty (30) contact hours per academic year, with the following exceptions:

If, in the opinion of the Division Dean and the Registrar it is necessary to assign eighteen (18) contact hours to a member of the bargaining unit within one (1) semester, such assignment shall be limited to two (2); and that the limit of thirty (30) contact hours per academic year shall apply in any event.

The following exceptions shall apply:

(1) Teachers of more than one (1) section of English Composition in any semester shall be limited in that semester to one hundred (100) students spread over not more than twelve (12) contact hours; and in the other semester of the same academic year to not more than fifteen (15) contact hours.

(2) Teachers whose load consists of nine (9) or more contact hours of physical education activity courses or health education in any one semester shall be limited in that semester to two hundred (200) students spread over not more than sixteen (16) contact hours.

(3) No teacher shall be assigned a load consisting entirely of health education courses; but any teacher may request and be granted a load consisting of health education exclusively and may assume such load at his/her option.

(4) Teachers having three (3) or more sections of typing lab in any one (1) semester shall be limited in that semester to one hundred fifty (150) students spread over not more than sixteen (16) contact hours.

(5) "Student" shall be defined as a name on a class roster; so that should one (1) individual be listed on two (2) class rosters assigned to the same teacher, he/she shall be counted as two (2) students for the purpose of computing said teacher's load limit in this section.

H. (1) The Board agrees to pay coaching salaries for bargaining unit members during the 1985-1986, 1986-1987, and 1987-1988 academic years pursuant to the following schedules:

	1985-86	1986-87	1987-88
Group A - Wrestling, Trainer, Basketball, Intramurals-	$3,197	$3,445	$3,694
Group B - Baseball, Outdoor Track, Field Hockey, Soccker, Softball	$2,518	$2,713	$2,910
Group C - Indoor Track, Golf Tennis, Cross Country, Volleyball, Snow Skiing	$1,679	$1,809	$1,940

Assistant coaches will receive one-half (½) of the relevant salary.

(2) Stipends for Performing Arts production, direction and set design shall be set at $498 for 1985-1986, $536 for 1986-1987, and $575 for 1987-1988.

(3) A bargaining unit member employed as a faculty advisor during periods when he/she is not obligated to be on campus shall be compensated at the rate of $17 an hour.

I. (1) Any bargaining unit member employed as a curriculum coordinator or assistant department chairperson will be compensated as follows:

	1985-86	1986-87	1987-88
Curriculum Coordinator	$500	$525	$550
Assistant Department Chairperson	$600	$625	$650

J. The number of students in any laboratory section shall not exceed the number of fixed stations in the assigned room.

K. Work Load

(1) Contact hours shall include any regularly scheduled instructional activity.

(2) The assignment of any member shall span no more than seven (7) hours from the beginning of the first class to the end of the last class in the same day. No duties of any teacher shall require his/her attendance on any day before 7:30 a.m. nor after 5:30 p.m., nor on any Saturday or Sunday, except when the teacher and the Board mutually agree. This provision is superseded by Appendix B, Paragraph 5, while the present academic calendar is in effect.

(3) Class preparation shall be normally limited to two (2) per semester, with three (3) preparations per semester and six (6) per year as maximums.

(4) Faculty members shall be obligated to devote five (5) hours per week to counseling students. Said hours to be arranged by specific appointments with students, and said available hours shall be posted on the faculty member's door. Faculty members shall honor appointments for regularly scheduled office hours made through the department office at least one day in advance. Faculty members are not obligated to keep appointments with students on days when faculty members have no classes.

(5) Members of the bargaining unit attending those functions for which academic attire is required shall have said attire furnished by the college.

(6) Teachers shall attend faculty orientation and faculty workshops as provided in the academic calendar.

(7) Attendance at General Faculty Meetings Called by the President:

The President may call any number of general faculty meetings at his/her discretion. Attendance by faculty at three (3) such meetings per academic year shall be mandatory , and the notices of meetings at which it is to be mandatory shall so indicate. Attendance at all other meetings shall be optional. However, the President reserves the right to require attendance of all faculty members at a meeting called for the purpose of dealing with an emergency. Emergency meetings shall not be called until mandatory meetings have been exhausted. The notice of such meeting shall indicate that an emergency exists.

(8) Teachers may be required to attend not more than one (1) departmental meeting per month, except for the first month of each semester during which they may be required to attend two (2) departmental meetings provided that such meetings are called only on Mondays through Fridays. Members shall be excused at 5 p.m. upon presentation of a legitimate reason.

(9) Teaching members shall act as academic advisors to students provided that no member be assigned more than twenty-five (25) students.

(10) Teachers shall not be required to be present during exam periods unless they are assigned as proctors or stand-by proctors.

(11) Teachers shall not be required to perform any duties other than those provided herein.

(12) Nursing faculty work load shall be as outlined in Appendix D.

L. SSES Faculty (counselors, Librarians, and other Nonteaching Faculty) Work Load:

1. All bargaining unit members currently employed in the Divisions of Student Services, and Educational Services and Special Programs, who were formerly referred to as twelve-month faculty and/or nonteaching faculty, shall hereinafter be referred to as Student Service and Educational Service Faculty (SSES Faculty).

2. Shall work thirty-five (35) hours per week over the five (5) consecutive day period, Monday through Friday, on regular assignments. Work hours during July and August may be from 8 a.m. to 4 p.m., or 9 a.m. to 5 p.m., at the option of the employee, and likewise during June with the approval of the supervisor.

3. Shall normally work no more than eight (8) consecutive hours, including a one (1) hour lunch period in any one (1) day, nor shall be required to work a split shift except as follows:

   (a) SSES unit members shall be required to work the equivalent of 30 hours in addition to their regular working hours. The additional hours shall be scheduled in accordance with departmental needs as determined by the individual's immediate supervisor. Said additional hours shall not be subject to overtime payment as per IX L-4.

The additional work hours -

- shall be scheduled at least 30 days in advance except in emergency situations.
- shall be scheduled on days which are included in an individual's regular assignment.
- shall not exceed three additional hours a day or three hours per week.
- shall not preclude an individual's attendance in graduate courses subject to tuition reimbursement and of which the immediate supervisor has been informed in writing at the beginning of the semester.

(b) Work performed during the additional hours shall be consistent with all of those services normally provided by the SSES unit member. Additional hours shall not result in a split shift, except that one (1) hour may be allowed for a meal break when the maximum allowable additional work hours three (3) are assigned in any one day. Said hour shall not be computed as a work hour, and there will be a meal allowance of five dollars ($5.00).

4. Work performed on Sundays and school holidays as set out in the school calendar shall be compensated at double time, and hours in excess of thirty-five (35) hours in a given week or seven (7) hours in a given day shall be compensated at the rate of one and one-half (1-1/2) times the individual's computed hourly rate except as noted in 3 a and b above.

5. SSES unit members on a twelve (12) month schedule shall not be required to work more than two hundred and fourteen (214) days annually.

   They shall receive fifteen (15) regularly scheduled, paid holidays. They shall also receive three (3) floating holidays, and 21 vacation days to be mutually agreed upon by the individual and the immediate supervisor.

   SSES unit members shall have eight (8) additional holidays to be mutually agreed upon by the individual and the immediate supervisor. Requests for these eight (8) additional holidays shall not be arbitrarily denied and shall be granted within the contract year.

6. The counseling staff will provide all essential services as prescribed by the College which are necessary for, and related to the counseling program at Middlesex County College. These services shall be consistent with the best practices of professional counseling.

7. Full-time night librarians shall not work more than thirty-five (35) hours per week. The seven (7) consecutive hour schedule shall include a one-half (1/2) hour break. If working the day schedule, they shall follow the normal day schedule hours specified in (1),(2) and (3) above.

   (a) Qualified librarians shall be given preference by seniority for any full-time librarian openings.

8. SSES faculty bargaining unit shall not be required to perform any duties other than those provided for them herein.

9. (a) The two senior tenured librarians, Lynn S. Tuttle and Maryann Miller, will not be required to work Saturday or Sunday as part of their normal thirty-five (35) hour workweek, and if otherwise required to do so shall be compensated in accordance with section IX-L(4) except as otherwise provided in IX L-3 of the 1985-88 contract.

   (b) All other full-time day and evening librarians currently employed or hired in the future will work no more than thirty-five (35) hours per week except as provided in IX L-3 over a five consecutive day period, which may include Saturday and Sunday. When Saturday and Sunday work is part of the regular thirty-five (35) hour workweek schedule, the employee will be compensated at straight time.

   (c) Work performed in the Library Department in excess of thirty-five (35) hours per week but not more than forty (40) hours except as provided in IX L-3 shall be compensated at the rate of one and one-half (1-1/2) times the individual's computed hourly rate and work performed in excess of forty (40) hours shall be compensated at two (2) times the individual's computed hourly rate.

   (d) Work performed on the sixth consecutive day of any workweek shall be compensated at the rate of one and one-half (1-1/2) times the individual's computed hourly rate.

   (e) Work performed on the seventh consecutive day of any workweek or work performed on Sunday (when not part of the regularly scheduled workweek) shall be compensated at two (2) times the individual's computed hourly rate.

ARTICLE IX (continued)

(f) These provisions are not intended to replace section IX L-4 reference to above, but only to modify its application for Library personnel.

(g) When the Library is not open on weekends, those full-time librarians who normally work on weekends will be assigned to a five-day schedule, Monday through Friday, with either day or evening assignments.

M. Bargaining unit members shall be entitled to reimbursement not to exceed $85.00 per year for the contract years 1985-86, 1986-87 and 1987-88, payable in May of each contract year for dues to professional association relative to their professional duties.

N. Bargaining unit members shall be entitled to reimbursement not to exceed $210.00 during the three-year term of the contract for a medical exam. A member may elect to have said reimbursement applied against a single examination in any year or against separate examinations in each year so long as total reimbursement does not exceed the $210.00 for the three years. College will promptly reimburse the member upon presentation of bill from a licensed physician.

O. Military Service Pay:

When a member is called to active service in the military establishment of the United States, or in the National Guard, for a period not exceeding thirty (30) days, he/she shall continue to receive his/her salary from the college, less his/her compensation from the service.

P. Family Health Care Benefits:

(1) The Board shall provide, without cost to members of the bargaining unit, full family health care benefits to the extent and under the same terms and conditions as provided in the 1975-76 contract year, inclusive of a two-hundred-fifty-thousand dollar ($250,000) maximum on major medicals.

(2) Effective September 1, 1985, the Board will provide at its cost a Dental Plan to include the following:

50 percent of the Usual, Customary and Reasonable (UCR) costs of dental services received under the categories of preventative, diagnostic, oral surgery and extractions, general anesthesia, restorative, endodontic, periodontic, and prosthodontic, after a $25.00 deductible per person with a maximum deductible per family of $75.00 per year up to a maximum of $1,000 per person.

Coverage will be provided for the employee, his/her spouse and his/her dependent children, up to their 19th birthday or, if attending school, their 23rd birthday.

(3) When a full-time tenured faculty member, who has been employed at Middlesex County College for at least 20 years and who has attained the age of at least 65 years, retires, the Board of Trustees shall provide for supplemental health coverage for member and his/her spouse.

The Board of Trustees will reimburse the retiree quarterly upon submission of cancelled checks for the full cost of coverage for himself/herself and his/her spouse for A.A.R.P. Medical Extended Supplement or, in the event that said plan becomes unavailable, for comparable coverage at the lowest cost available in a plan approved by the Board.

Q. Emergency Closings:

From time to time, the college may be closed or have a delayed opening for emergency reasons, inclusive of weather conditions. When the college is closed because of an emergency for all personnel, bargaining unit members are not expected to report for work and will be paid for the day. When the college is closed because of snow for students and faculty, other bargaining unit members will not be expected to report for work and will be paid for the day.

R. Tuition Reimbursement:

The college agrees to provide tuition reimbursement under the following conditions:

(1) The graduate course or undergraduate course which is agreed to in advance by the administration and faculty member and which is mutually beneficial to him/her and the college must be offered by an accredited institution of higher education.

ARTICLE IX (continued)

(2) A written request shall be submitted to the Dean and the Vice President for approval prior to enrolling in the course.

(3) The graduate course shall be relevant to the faculty member's field or fields if he/she has or has had teaching assignments in more than one area.

(4) Bargaining unit members shall be limited to 12 credit hours for fiscal year 1985-86, 1986-87, and fiscal year 1987-88 at a tuition rate not to exceed the Rutgers University tuition rate.

(5) The reimbursement is only for the cost of tuition and does not include travel, cost of books or fees, student activities, etc.

(6) The reimbursement will be made upon receipt by the college of an official grade transcript indicating a passing grade and upon the filing of the appropriate paperwork with the Business Office. In no case will a grade of D be accepted.

(7) Bargaining unit members eligible for this tuition reimbursement program must be employed in a full-time capacity at Middlesex County College and may not be recipient of any benefits outlined in Article V, A(1), and V, A(6). In no case are one-semester employees, or employees hired to replace bargaining unit members on leave eligible for tuition reimbursement. The one-semester exception applies only to those faculty members who have not been hired previously on a full-time basis at Middlesex County College.

ARTICLE X MISCELLANEOUS

Anything else in this contract to the contrary not withstanding the contents of this Article X shall apply and shall supersede any provision inconsistent herewith.

A. (1) Adjuncts will not be used to replace tenured and tenure track bargaining unit members' positions.

(2) The Board may hire adjunct personnel at its discretion in any department in which there are at least as many tenured and tenure track employees (including those on paid and unpaid leave) as there were during the 1980-81 contract year. For the purposes of establishing the number of tenured and tenure track employees during the 1980-81 contract year, faculty on paid and unpaid leave will be included in the count. (Appendix G, attached hereto, sets forth the number of tenured and tenure track unit members in each department during the 1980-81 contract year.) If departments are merged, the number of tenured and tenure track faculty, including those on paid and unpaid leave in the surviving department, shall be the total of that department plus those of the department merged into it for purposes of establishing the 1980-81 base contract year count.

In the event that the number of full-time employees in a department falls below the 1980-81 contract year level established by the preceding, the Board may not employ adjunct hours in excess of one contact hour less than the normal semester's teaching load in that department, where a normal semester's teaching load is defined as one-half (½) the yearly teaching load in that department. For the purposes of this provision, the English Department's yearly load shall be considered to be twenty-four (24) contact hours and all other departments shall be considered to be thirty (30). The following are exceptions to the limit imposed by this section:

(a) When reduction of tenured or tenure track faculty has arisen due to resignation or retirement and upon granting a sabbatical in the same department, the Board shall have the right to cover the individual's work load by hiring additional adjunct personnel. Adjuncts appointed to meet the work load by hiring additional adjunct personnel. Adjuncts appointed to meet the work load obligations of the bargaining unit members on sabbatical leave shall not fall within any limitations imposed by this section.

(b) In the event that notification of a resignation of a bargaining unit member is received after June 15, his/her position may be filled by adjuncts for the fall semester without said adjunct teaching hours accumulating toward the department's adjunct hour limitation, provided the Board has made best efforts to obtain a full-time employee.

(3) Adjuncts will be responsible for tutoring their own students.

B. (1) If a tenured or tenure track teaching faculty member has insufficient work load between 7:30 a.m. and 5:30 p.m. to maintain his/her position at the college, he/she shall be assigned courses offered by the Division of Continuing Education for which he/she has been evaluated as capable of teaching by the Vice President, Dean, or Department Chair, or has taught within the last six (6) years, provided that the final evaluation is not negative in the subject course(s).

First priority in assignments made under this clause will be to courses offered by the department of the affected member. Said courses shall be assigned on a reverse seniority basis to a maximum of eight (8) contact hours per faculty member. If, after assigning up to eight (8) contact hours of DCE courses to the most junior, qualified faculty member within the department there are still not an adequate number of sections to comprise full teaching loads for all tenured and tenure-track faculty members, DCE courses up to a maximum of eight (8) contact hours will be assigned to the next most junior faculty member who is qualified under the previously specified criteria to teach such DCE courses. Said DCE courses shall be assigned to affected faculty members prior to any other DCE assignments.

(2) In the event that a Division of Continuing Education course section(s) is(are) used as part of a full-time teaching load, the student roster load for the DCE section(s) will be considered the lesser of:

a. the actual roster count computed by averaging the three (3) formal rosters as prescribed in IX F;

or

The number thirty (30) for all courses except English Composition or twenty-five (25) for English Composition courses.

(3) A faculty member assigned courses in the Division of Continuing Education under this Article shall suffer no dimunition in salary benefits or other terms or conditions of employment except as elsewhere specified under this section.

(4) The following provisions of the contract do not apply to the portion of the schedule comprised of continuing education courses:

Article III V (A)
Article IX K 2

With regard to Article IX K 2, the administration will make its best efforts to assign courses to faculty members teaching part of their full-time assignment in the Division of Continuing Education so that the seven (7) hour span is maintained; however, the faculty member's span shall consist of no more than ten (10) hours from the first class to the last class.

C. If a tenured or tenure-track or permanent full-time SSES faculty member has insufficient work load between 7:30 a.m. and 5:30 p.m. to maintain his/her position at the College, and if a responsibility related in function or current preparation for which the SSES faculty member has been evaluated by the director/chairperson, appropriate dean, or the Vice President as being capable of performing or has performed, is being performed on an adjunct or part-time basis at the college, and if the assignment of such responsibility to said SSES faculty member would comprise or complete a full-time work load, said assignment shall be made to complete the program. The SSES faculty member's span shall consist of no more than nine (9) hours from the beginning of said responsibility to the end of said responsibility.

An SSES faculty member assigned said responsibilities under this Article shall suffer no dimunition in salary, benefits, or other terms and conditions of employment.

D. The Union and the Board agree that the total number of workdays remain the same for 1985-86, 1986-87 and 1987-88 as in 1984-85.

E. Application and Distribution of Labor Contract:

(1) This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or bylaws provisions of the Union heretofore in effect.

ARTICLE X (continued)

(2) Copies of this Agreement shall be presented to all instructors now employed or hereafter employed by the Board. The Faculty Manual shall be available on the first day of classes each year.

(3) If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full effect.

(4) The College asserts and the Union denies that certain contract sections incorporated in whole or in part, are nonmandatory subjects of negotiation.

F. Negotiations may be initiated periodically at the written request of either party. Items specifically covered by this Agreement shall not be subject to further negotiations during the term of this Agreement. The Union and Board bargaining representatives shall meet, unless otherwise mutually agreed, within four (4) days of the receipt of the communication and shall continue to meet until the matter to be negotiated has been resolved by agreement.

G. The Board agrees that the union may collect a representation fee in lieu of dues from nonunion members in the bargaining unit, and the Board will implement payroll deductions as provided in the relevant New Jersey statute.

The union shall indemnify the College for any liability or damages incurred by the Board as a result of implementing said payroll deductions in accordance with said statute from claims arising from bargaining unit members employed by the Board on or before February 1, 1981.

The Board will notify all new employees of the collection by payroll deduction of representation fee in lieu of dues.

ARTICLE XI DURATION OF THE AGREEMENT

This Agreement shall be in effect as of the date of ratification by both parties with salaries and fringe benefits retroactive to July 1, 1985, except that the new dental program shall be effective September 1, 1985, and shall continue in effect until June 30, 1988.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on this ________ day of ______________________, 1985.

IN WITNESS WHEREOF the parties hereto cause these presents to be signed and sealed or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

THE BOARD OF TRUSTEES OF
MIDDLESEX COUNTY COLLEGE

CHAIRMAN

SECRETARY

LOCAL 1940

Fred Grossman
PRESIDENT/REPRESENTATIVE

Karen Kavanagh
WITNESS

APPENDIX A

This agreement entered into this _____ day of ________________, ________ by and between the Board of Trustees of Middlesex County College, a corporation organized pursuant to R.S. 18A:64A-1 et seq., hereinafter referred to as "Board of Trustees"; and ______________, hereinafter referred to as "Faculty Member";

W I T N E S S E T H:

1. The Board of Trustees does hereby agree to employ and does hereby engage in employ the Bargaining Unit Member as a ____________
(1)
in the ______________________ Department (under tenure) ____________
(2) (3)
at Middlesex County College for __________, at the salary of
(4)
$__________, with the rank of __________________________.
(5) (6)

2. Both parties acknowledge and agree that the Agreement between the Board of Trustees of Middlesex County College and the Faculty Union of Middlesex County College, Local 1940 AFT (AFL-CIO), for the school years __________ as amended, is expressly made a part of this employment contract, and the parties hereto agree to be bound by all of the terms and conditions of said contract for the period said Agreement is in effect, provided that neither party waives hereby any rights under the laws of the State of New Jersey in effect at the time of claiming hereunder.

3. The Bargaining Unit Member agrees to accept the employment aforesaid and agrees to faithfully do and perform the duties under the aforesaid employment.

APPENDIX A (continued)

NOTE:

1. In this space shall be inserted professional occupation, such as teacher, counselor, etc.
2. In this space shall be inserted the department or division in which he/she is to be employed.
3. "Under tenure" shall appear only in those contracts where member has tenure on the first day of employment under this contract.
4. This shall read "fiscal" for 12-month employees; "academic" or "semester" for all other employees.
5. Here shall appear annual or prorated salary for either academic semester, or fiscal year as appropriate.
6. Here for each member, shall appear his/her academic rank, if any.

This is subject to approval by counsel for both parties.

APPENDIX B

1985-86, 1986-87 and 1987-88 Span and Days of 10-Month Teaching Faculty Obligation

(1) The calendar shall provide no more than 262 days from the first day of teaching faculty obligation to the last day of teaching faculty obligation.

(2) Within the school year there shall be a maximum of seventy (70) days of class obligation per semester for teaching faculty members on a five (5) day week program, and appropriately reduced for faculty on four (4) day week programs per Article 3-H of the contract.

(3) Winter recess shall include twenty-seven (27) calendar days, wherein faculty members shall not be obligated to be present and ten (10) calendar days for Spring recess, wherein faculty members shall not be obligated to be present.

(4) Faculty attendance shall not be required for the following holidays: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and President's Day.

(5) The workday under the 1985-86, 1986-87, and 1987-88 academic calendars shall span no more than seven (7) hours and twenty-five (25) minutes from the beginning of the first period to the end of the last period.

(6) A class hour shall not exceed fifty-five (55) minutes.

(7) Teaching faculty shall be obligated for the following for the 1985-86, 1986-87, and 1987-88 academic calendar years:

a. Two faculty meeting and orientation days.

b. Four days of change of program, student orientation, and faculty advisement.

c. Two one-half days for the academic year or one full day during the year for student academic status review.

d. Three days in each semester shall be devoted to special final examinations. Normally, final examinations will be given during the last week of regularly scheduled classes. The special final examination period will be used to administer departmental examinations. Teaching faculty in departments using departmental examinations may be required to proctor during that period. The Board shall make best efforts to evenly distribute proctoring assignments within the department. Teaching faculty who desire to schedule a

APPENDIX B (continued)

nondepartmental final exam during the special examination period shall so request of the department chairperson at least sixty (60) days in advance. Permission shall not be unreasonably withheld provided such scheduling does not create a conflict for the students and the facilities are available.

8. Attendance at curriculum and professional development days shall be voluntary.

9. The Published Calendar shall set forth the first day and last day of faculty obligation consistent with the above. The Calendar shall also stipulate that Martin Luther King Day is a designated faculty holiday although it falls within the winter break period.

10. The span of the workday, class hour, workyear and days of faculty obligation as set forth above shall remain in force for the duration of the agreement.

APPENDIX C

Faculty-Staff Parking

Following is a list of all parking lots showing the location.

	FACULTY-STAFF SPACES
Parking Lot #1 - (West Hall) 162 green spaces for faculty-staff in the first three rows closest to Avenue "B".	162
Parking Lot #2 - 26 green spaces for faculty-staff in the first row directly in front of Police Headquarters. Lot located between Police Headquarters and athletic field behind the Gym.	26
Parking Lot #4 - 68 green spaces for faculty-staff. 44 of these spaces are in the first row closest to Loop Road. 26 of these spaces are in the second and third row, first bay closest to the Gym. Lot located between the Gym and the water tower.	68
Parking Lot #5 - There are 48 red spaces in this lot, these are for disabled persons either faculty-staff or student. Lot located on east side of Main Hall.	
Parking Lot #6 - 135 green spaces for faculty-staff. These spaces are from Avenue "A" halfway through the lot, ending between Raritan Hall and Health Tech. Lot located behind Raritan Hall.	135
Parking Lot #7 - 58 green spaces for faculty-staff; this is entire lot. Lot located north side of Raritan Hall.	58
Parking Lot #8 - 38 green spaces for faculty-staff; this is entire lot. Lot located between North Hall and East Hall.	38
Parking Lot #9 - (west side of North Hall) 4 green spaces for faculty-staff; spaces in this lot are red, they are for Health Services emergency parking only	4
Parking Lot #10 - (next to Child Care Center) 18 green spaces for faculty-staff; this is the entire lot.	18
Parking Lot #11 - (along Mill Road) 6 green spaces for faculty-staff; these spaces are closest to Day Care Center.	6
Maintenance Building Lot	40
TOTAL FACULTY-STAFF SPACES	555

(9889B)

APPENDIX D

The Board agrees to continue the present method of computing the nursing faculty contact load, which includes counting each contact hour assigned in college teaching and laboratory, clinical teaching, unit reinforcement meetings, and clinical assignments. The Union and nursing faculty agree that each nursing faculty member shall be obligated to work not in excess of thirty (30) contact hours as computed above per year plus proctoring during final exam period.

APPENDIX E

DATE: April 1, 1986, (April 1, 1987, and April 1, 1988)
FROM: Dr. Rose M. Channing, President
TO: ______________________________ (Name)
______________________________ (Title) Date: __________

Pursuant to the requirements of Article III-P, of the Labor Agreement between Local 1940 and the Board of Trustees, please report the following information with regard to your outside employment from July 1, 19____ to April 1, 19____.

_____ (1) I do not engage in regular or continuing outside employment.

_____ (2) I do engage in the regular or continuing outside employment described below.

_____ (3) I plan to engage in the regular or continuing outside employment described below.

Outside Employment

Name of Employer(s) ______________________________

Address of Employer(s) ______________________________
____

Type of Work ______________________________
____
____
____

Estimated Date(s) and Hour(s) of Work ______________________________
____

______________________________ (Date)

______________________________ (Signature of Employee)

I certify the above is accurate and complete to the best of my knowledge.

RETURN TO THE DIRECTOR OF PERSONNEL & EMPLOYEE RELATIONS
BY APRIL 15, 19____

APPENDIX F

Numbers of tenured and tenure track faculty by department during the 1980-81 contract year:

Economic Opportunity Fund Program
2 faculty members

Library Services
4 faculty members

Registrar
2 faculty members

Admissions
4 faculty members

Counseling and Placement Services
10 faculty members

College Center
1 faculty member

Financial Aid
1 faculty member

Accounting Department
15 faculty members

Hotel/Restaurant & Institution Management Department
2 faculty members

Business Administration & Management Department
8 faculty members

Secretarial Science Department
4 faculty members

Marketing Art & Design Department
5 faculty members

English Department
22 faculty members

Modern Languages Department
2 faculty members

Social Sciences Department
22 faculty members

APPENDIX F (continued)

Visual Arts Department

3 faculty members

Performing Arts Department

4 faculty members

Education Technology Department

1 faculty member

Health, Physical Education & Recreation Department

9 faculty members

Nurse Education Department

25 faculty members

Medical Laboratory Technology Department

1 faculty member

Dental Auxiliaries Education

8 faculty members

Radiologic Technologies Department

2 faculty members

Social & Rehabilitation Services Department

2 faculty members

Biology Department

15 faculty members

Chemistry Department

12 faculty members

Physics Department

6 faculty members

Mathematics Department

12 faculty members

Electrical Engineering Technology Department

5 faculty members

Mechanical/Civil Construction Engineering Technology Department

8 faculty members

Computer Science Department

8 faculty members

(9870B)

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF
OCEAN COUNTY COLLEGE

AND

THE FACULTY ASSOCIATION OF
OCEAN COUNTY COLLEGE

September 1, 1987 through August 31, 1990

853

TABLE OF CONTENTS

		Page
Article I	Recognition	1
Article II	Negotiation Procedure and Future Agreement	2
Article III	Association and Professors' Privileges	4
Article IV	Deductions for Professional Dues	5
Article V	Conditions of Employment	6
Article VI	Faculty Benefits	14
Article VII	Grievance Procedure	24
Article VIII	Professional Behavior	26
Article IX	Contracts and Dismissals	27
Article X	Promotion and Merit Policy	27
Article XI	Salary Increase	30
Article XII	Patents and Copyrights	30
Agreement Signatures		32
Appendix A	A.A.U.P. Declaration of Academic Freedom	
Appendix B	Code of Ethics of the Education Profession	
Appendix C	Salary Schedule 1987-88	
Appendix C-1	Salary Schedule 1988-89	
Appendix C-2	Salary Schedule 1989-90	
Appendix D	College Calendar	
Appendix E	Equal Employment Opportunity	
Appendix F	Sabbatical Leave Contract	
Appendix G	Early Retirement - Memorandum of Agreement	

LISTING OF NEW AND/OR REVISED CONTRACT ITEMS

New and/or revised items in the contract were not so identified in the body of the contract and are identified below by title and page so as to serve as a ready reference:

	Title	Page	Article
(Rev.)	Teaching Faculty - Workyear	6	V,I,A,1,a
(Rev.)	Counselors - Workyear	8	V,I,A,3,a
(New)	Assistant Coach positions	11	V,IV,D
(New)	Paid Sick Leave	15	VI,A,c
(Rev.)	Sabbatical Leave	16,17,18	VI,A,6
(Rev.)	International Education	20	VI,B,5,d
(New)	Instructional Development Grants	21,22	VI,D
(New)	Individual Professional Development Funding	22,23	VI,E
(New)	Optical Care	24	VI,F,3
(Rev.)	Grievance Procedure	25	VII,2,e
(Rev.)	Promotion Policy	27,28,29	X,A,B
(New)	Salary Increase	30	XI
(Rev.)	Salary Schedules	Appendices C, C-1, and C-2	
(New)	Sabbatical Leave Contract	Appendix F	
(New)	Early Retirement Memorandum of Agreement	Appendix G	

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE
AND
THE FACULTY ASSOCIATION OF OCEAN COUNTY COLLEGE

This agreement entered into this 23rd day of March, 1987 by and between the Board of Trustees of Ocean County College, hereinafter called the Board, and the Faculty Association of Ocean County College, hereinafter called the Association.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Faculty Association of Ocean County College as the exclusive negotiating representative as defined in Chapter 303, New Jersey Public Laws of 1968, for all full-time professional personnel presently employed or hereafter employed by the Board, including instructors, assistant professors, associate professors, full professors, counselors, librarians, and all those not listed on the accompanying list titled "Schedule A." All non-faculty positions which have been established shall be made available to the Association upon request and shall be considered an addition to the existing Schedule A. The terms faculty and/or professor(s) as used herein shall apply to all academic ranks and shall refer to all professional employees represented by the Association.

B. The right of the Association to negotiate any or all of the positions described in the accompanying Schedule shall not be compromised by anything in the present agreement.

SCHEDULE A

President
Dean of Instruction
Dean of Business & Financial Affairs
Dean of Students
Assistant Dean of Instruction
Associate Dean of Instruction - LRC
Assistant Dean of Business and Financial Affairs
Assistant Dean of Students
Director of OCCIN
Controller
Director of Admissions & Records
Director of Community Education
Director of Institutional Research
Director of Personnel
Executive Director, OCC Foundation
Department Chairpersons
Director of Physical Plant
Director of Planetarium
Director of Student Life
Manager of Financial Applications - OCCIN
Manager of Systems and Programming OCCIN
Manager of Operations - OCCIN
Coordinator of Apprentice Training (Temporary)

Associate Director of Admissions and Records
Associate Director of Physical Plant
Director of Counseling
Bookstore Manager (Part-Time)
Director of Special Programs
Director of Information Services
Educational Opportunity Fund Director
Manager of Data Communications
Director of Media Services
Director of Purchasing and Support Services
Manager of User Services - OCCIN
Programmer Analyst - OCCIN
Systems Analyst - OCCIN
Assistant Director of Information Services
Assistant Director of Personnel
Assistant Director of OCCIN
Grants Administrator
Director of Fine Arts Center
Assistant Director of Physical Plant
Assistant Director of Planetarium
Coordinator of Community Education
Manager of Accounting Services
Program Coordinator, Community Education
Technical Account Manager - OCCIN
Assistant Director of Admissions & Records
Assistant Director of Student Life
Assistant to Humanities Chairperson (Part-Time)
Assistant to Social Science Chairperson (Part-Time)
Coordinator of Cultural Programming (Part-Time)
Financial Aid Coordinator
Coordinator of Off-Campus Credit Programs
Assistant to Director of EOF

And such other non-faculty positions which are established from time to time by the College.

ARTICLE II

NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Law of 1968 and successor laws, in a good-faith effort to reach agreement on future contracts on all matters concerning terms and conditions of employment of the faculty of Ocean County College.

B. Any agreement so negotiated should be reduced to writing and shall be presented to the Board and the Association for their approval. No such agreements shall be negotiated with any faculty member individually or with any faculty organization other than the Association for the duration of this agreement.

C. The Trustees shall make available to the Association information regarding Ocean County College including a complete list of the names, professorial ranks, positions or titles, salaries, and years of service of every person covered by this Agreement. As soon as the preliminary college budget has been prepared, each year, the Trustees shall inform the Association or its representative of the tentative budget for the next fiscal year.

D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Nor shall either party have more than seven persons in attendance at any one negotiation session. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals and counterproposals in the course of negotiations; subject however, to approval by the Board and the Association.

E. This agreement may be amended upon mutual consent. Such amendments shall be reduced to writing and adopted by the Board and the Association. Failure to reach agreement on any proposed amendment shall effectively postpone consideration of such amendment until the next negotiating period. The parties further declare their willingness to meet on request of either party for the purpose of discussing problems of interpreting and administering this agreement; such meetings are not to be used to circumvent the grievance procedure.

F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Trustees in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any faculty benefit existing prior to its effective date.

G. If agreement cannot be reached between the Association and the Board of Trustees, either party has the right to declare an impasse and request mediation procedures through the Division of Public Employment Relations Commission.

H. The Board and Association shall deliver to each other their original proposals for subsequent agreements no later than October 1 of each year.

I. The Board and the Association agree to make every effort to conclude negotiations affecting agreements no later than January 15.

J. Details under discussion and agreements tentatively reached shall be held confidential by the Board and the Association until such time as both parties mutually agree that such details and agreements shall be released for publication.

K. Deviations from this contract require the approval of both parties to this agreement.

L. If any of the sections of the agreement between the parties from 1977 to 1979, deleted as a result to changes in the law, are determined during the life of this agreement to be mandatory areas of negotiations by another change in the law, either party shall have the right to reopen negotiations in those limited areas.

ARTICLE III

ASSOCIATION AND PROFESSORS' PRIVILEGES

A. The Association and its representatives shall be permitted to use appropriate college facilities for meetings; such meetings shall be arranged through existing scheduling procedures. No charge shall be made for the Association's use of appropriate college facilities.

B. Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times, under conditions which do not interfere with the normal education process.

C. The Association shall be permitted to use college facilities and equipment such as typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at all reasonable times, when such equipment is not otherwise in use. The Association shall provide its own or reimburse the college for all consumable supplies used in the transaction of Association business. The Association shall not request the help or assistance of any clerk or secretary during normal working hours.

D. The Association shall be permitted to post notices of its activities and matters of Association concern on professor bulletin boards. The Association may use the college mail boxes for communications to professors, including faculty-wide distribution.

E. The Board agrees to furnish to the Association's representative, upon request, all available public information through the Dean of Business and Financial Affairs concerning the professional staffing and financial resources of the college.

F. No individual represented by the Association as defined in Article I, paragraph A, shall be transferred or his/her position reclassified without prior notification of the individual concerned in which case consideration will be given for a position equivalent in salary and rank.

G. Individual personnel files shall be open to the individual professor within a reasonable amount of time, upon request. The professor shall have the right to examine all documents except outside confidential recommendations and confidential medical records. He/she may have reproduced anything in his/her file except those items stated above, official transcripts, and anything prohibited by law. In addition to the above, the following things shall be in the folder:

1. Copies of all internal evaluation reports and recommendations concerning the professor's professional competence.
2. Copies of all annual contracts and tenure contracts where applicable.

A professor who exercises his/her right to examine his/her file may be accompanied, if he/she wishes, by a representative of the Association. All evaluations, recommendations, etc., in a professor's file must be signed by the issuing authority. A professor must be notified whenever any negative material regarding his/her health or teaching performance is placed in his/her folder. A professor's file shall be kept open and available during the processing of any grievance.

H. An Association representative shall have the right to appear and be heard at any Public Board Meetings.

I. The President of the Faculty Association may request prior to the preparation of the teaching/work schedule for the next semester that his/her teaching schedule be arranged by the Department Chairman or Director, where feasible, to allow for the management of Association business. Said schedule, once set for the semester, shall not be subject to change by the Faculty Association President. The Faculty Association President may appeal such teaching/work schedule to the appropriate Dean. However, the appropriate Dean shall have final and absolute authority to establish such teaching/work schedules.

J. The President of the Faculty Association shall not be required to serve on any College committee during his/her term of presidency of the Association.

K. When invited for a final interview, and prior to an offer of employment, a prospective faculty member shall receive a copy of the contract between the Faculty Association and the Board of Trustees.

ARTICLE IV

DEDUCTIONS FOR PROFESSIONAL DUES

A. Association members may request dues deductions pursuant to New Jersey State Law for any or all of: Faculty Association of Ocean County College, New Jersey Education Association, the National Education Association and the Ocean County Chapter of Education Association. Such authorizations shall continue in effect until such authorization is formally revoked in writing by the professor and copies thereof delivered to the Association and the Board.

B. Payment of such dues as may be deducted from salary shall be made to the Treasurer of the Faculty Association of Ocean County College within 15 days of the end of the month for which dues are deducted.

ARTICLE V

CONDITIONS OF EMPLOYMENT

The following employment conditions regarding load shall be in effect:

I. **Basic Load**

A. Full-time Faculty - those who carry a maximum load, as defined below and who work the complete academic year.

1. **Teaching Faculty**

a. Workyear - Faculty employed on a 10-month contract shall be available from the Wednesday preceding Labor Day through the day of Commencement exercises to perform appropriate registration duties as assigned on a rotational basis. Commencement exercises shall in no case be scheduled later than the end of the first week in June.

b. A maximum of fifteen (15) semester credit hours for each semester, or a maximum of thirty (30) semester credit hours per academic year of two (2) semesters.

c. For laboratory sections, each clock hour scheduled with students shall count as a minimum of two-thirds (2/3) of a semester credit hour. However, any Department Chairperson is free to submit a proposal to the Dean of Instruction for changing credit granted the instructor for conceptual-type laboratories from 2/3:1 to 1:1, providing a plan is submitted which will insure that no increase in total cost results. Such a plan shall provide assurance that the quality of instruction will not be lowered.

d. Priority according to qualifications to teach courses involving extra pay.

e. A professor shall be assigned no more than three separate course preparations per semester within load. The professor may, however, accept course preparations, within normal load, in excess of three per semester, at his/her discretion, should scheduling difficulties arise. However, at the discretion of the professor and by mutual agreement, a faculty member may accept a weekend assignment as part of his/her in-load schedule.

f. Shall not be required to teach within load in the evening when a full-time day schedule is available. Further, no faculty member shall be required to teach within load in the summer, or on the week-end within load.

g. There shall be a maximum of eight (8) hours from the beginning of each professor's first class to the end of his/her last class on any given day of instruction. There shall be a minimum of fourteen (14) hours from the end of the professor's last class on one day until his/her first class on the following day. This section shall apply only to courses within the professor's normal load. The professor may, however, accept teaching assignments within normal load outside of these hour limits, at his/her discretion, should scheduling difficulties arise.

h. If by mutual agreement, a professor is assigned 31 or more credits, the additional credits beyond the maximum load of 30 credits shall be paid at the current overload rate.

i. Professors shall submit final grades as soon as possible but no later than 72 hours after the conclusion of the last day of class. If the deadline falls on a faculty member's Sabbath, his/her deadline for submission of grades will be delayed until 8:00 a.m. on the following Monday.

2. **Librarians**

a. Librarians employed on a 10-month contract shall be available from September 1 through June 30, and perform appropriate duties as assigned.

b. The normal work week for Librarians is 35 hours per week at 7 hours per day, excluding meal breaks.

c. Work assignments may be arranged to accommodate graduate study with the permission of the Associate Dean of Instruction - LRC, but in all cases, the 35-hour work week must be satisfied.

d. Librarians shall be compensated for approved additional Learning Resources Center work assignments, other than normal assignments noted above, in accordance with the overload rate for their respective academic ranks. Additional (overload) work assignments under the supervision of the Associate Dean of Instruction - LRC shall be first offered to appropriately qualified members of the Library staff.

e. Librarians will be entitled to a total of 30 days paid leave between September 1 and June 30 to be scheduled with the approval of the Associate Dean of Instruction - LRC.

(1) Paid leave shall consist of the academic recesses identified in the College calendar as "Thanksgiving Recess," "Christmas Recess," "Semester Recess," (extending from the day after the last day of classes for the Fall Semester to the first day of classes for the Spring Semester), and "Easter Recess." On days during these recesses when the Library is open, Librarians will provide, from among their number, adequate professional coverage.

  (a) Each day spent in such coverage will be credited with equivalent compensatory time up to a maximum of ten days per Librarian.

  (b) Such compensatory time will be scheduled with the approval of the Associate Dean of Instruction - LRC.

(2) Should the number of paid leave days (cited above) exceed 30 days, Librarians will arrange with the Associate Dean of Instruction - LRC to make up those days during the work year. Should the number of paid leave days total less than 30 days, Librarians will be entitled to additional paid leave so as to total 30 days, scheduled at times approved by the Associate Dean of Instruction - LRC.

(3) College holidays which occur when classes are in session shall be designated as regular workdays for Librarians. College holidays which occur when regular classes are not in session or during recess periods will be granted by the Associate Dean of Instruction - LRC either as paid leave or workdays to be made up based upon operational exigencies.

(4) Compensatory time off and make up days (cited above) must be scheduled within the work year.

3. **Counselors**

  a. Counselors employed on a 10-month contract shall be available from the Wednesday preceding Labor Day through June 30th, less the number of workdays necessary to effect the August start-date, and perform appropriate registration duties assigned. Compensatory days shall be determined through mutual consent.

  b. The normal work week for Counselors is 35 hours per week at 7 hours per day, excluding lunch or dinner breaks, except during registration and drop-add period when Counselors may be assigned additional hours as part of the normal work load.

c. Work assignments may be arranged to accommodate graduate study, with the permission of the Director of Counseling, but in all cases, the 35-hour work week must be satisfied.

d. Counselors shall be entitled to 18.3 days of vacation leave between September 1 and June 30, and the scheduling of such leave shall be subject to the approval of the Director of Counseling.

e. Counselors shall be entitled to Board approved Administrative holidays which occur between September 1 and June 30, in accordance with established procedure of alternate days when such holidays fall on a day when classes are in session.

f. Counselors shall be compensated for approved additional work assignments in the Counseling Department, other than normal assignments noted in (b) above, in accordance with the overload rate for their respective academic ranks. Additional (overload) work assignments under the supervision of the Director of Counseling shall be first offered to appropriately qualified members of the Counseling staff.

4. **Committees**

A faculty member shall not be required to serve on more than two committees.

5. Full-time faculty shall assist in the college-wide advisement program.

6. **Nursing Faculty**

a. Basic Load: Nursing Professors will be assigned a maximum of 15 semester credit hours for each semester or a maximum of 30 semester credit hours per academic year of two semesters based on a distribution of classroom, college laboratory, and clinical laboratory schedule.
Example: 8-credit course per semester:

- 5 hours of classroom teaching

- 9 hours of clinical supervision

- Remaining hours may be utilized to supervise mastery in the college laboratory.

b. Teaching Schedule: The teaching schedule for nursing faculty will be evolved through the subcurriculum group decision-making process subject to the approval of the chairperson of the department. Equal distribution of the workload will be accomplished. As nursing requires clinical application, adjustments may be necessary within the schedule in order to accommodate the experience availability, i.e., evening experience per semester shall be scheduled. If additional evening hours are deemed necessary by the faculty member to meet educational clinical objectives, such hours may be scheduled on an individual basis subject to the approval of the Department Chairperson.

c. A nursing faculty member may accept, by mutual written agreement with the Department Chairperson, an adjustment between clinical and teaching hours.

d. A nursing professor will not be reassigned, within an academic year, between senior and freshman instructional duties except by mutual written agreement with the chairperson and only in the case of extenuating educational circumstances.

e. Given the fact that clinical agencies are constantly growing and changing, clinical assignments for the following semester may not be possible by the timelines as presented in the contract for other faculty. Every effort shall be made to determine the clinical schedules by the times as indicated.

f. No more than two of the five office hours shall be held in the clinical area. Therefore, three hours per week of office time will be scheduled at the college during times that students are available.

g. In the event a nursing faculty member is unable to be present in a clinical agency on a designated day, faculty coverage shall be provided by the Board for appropriate supervision in the agency.

II. Course Preparation

A. A professor shall be assigned no more than three separate course preparations per semester within load.

B. Each professor shall be given his/her tentative teaching schedule for the Fall semester no later than June 1; and for the Spring semester, no later than November 1. Professors teaching in the summer session shall be given their teaching schedules no later than April 15, subject to registration.

C. Development, periodic review and revision of conventional course of instruction are a normal part of the Professor's responsibilities within load. By mutual agreement, projects beyond the scope of conventional course preparation named above shall be voluntary and compensated at a rate based upon current procedure which is the following: at the over-load rate, in accordance with rank, on a pro-rata basis.

III. Office Hours

A. Professors shall be available a minimum of five (5) scheduled hours per week for office hours. Such hours shall be in addition to other responsibilities and shall be scheduled for the convenience of the students.

B. During the week following the mailing of final grades to the students, each faculty member is to be accessible through an approved method as mutually determined by department chairperson, the faculty member, and administration.

IV. Sponsorship of Student Activities

A. The advisement of all student clubs and organizations and the coaching of athletics shall be on a voluntary basis.

B. The coaching of athletics and other paid advisory positions shall be compensated as overload.

C. Coaching salaries shall be computed based upon the following number of overload credits:

Baseball	7.0	Basketball (M)	7.5	Basketball (W)	7.5
Cross Country	3.25	Field Hockey	6.25	Golf	3.25
Soccer	6.25	Swimming	7.5	Tennis (M)	3.25
Tennis (W)	3.25	Track	4.50	Volleyball	3.25
Wrestling	6.0	Softball	7.0		

D. As Assistant Coach positions are established by the College, the salary shall be at the appropriate overload rate and computed at sixty percent (60%) of the credit value for the sport, as indicated in Section "C" above.

V. Attendance at College Functions

A. The attendance of professors will be required at all appropriately scheduled departmental meetings, all regular or emergency faculty meetings, convocation and commencements unless otherwise excused by the Administration. Reasons for absence may be required to be submitted in writing.

B. Professors attending those functions for which academic attire is required shall have said attire purchased for the professor by the college at no charge to the professor. The attire shall be maintained by the professor. The attire shall be replaced at the college's expense as needed, but not more frequently than every five years.

C. The Faculty Association and Administration will cooperate in determining responsibilities of professors during times of unacceptable demonstrations, as defined by policy.

VI. **Academic Calendar**

The current academic calendar shall be annexed to this agreement for information purposes only.

VII. **College Day**

The college day begins at 8:00 a.m. and ends at 10:30 p.m. Evening classes from 6:00 p.m. shall be assigned in accordance with Item I, A, 1, d, e, f, and g of this article.

VIII. **Secretarial Assistance**

The Board shall provide adequate secretarial service.

IX. **Faculty Facilities**

The Board shall make available adequate rest rooms and lavatory facilities exclusively for faculty use plus one or more rooms which shall be reserved for use as a faculty lounge, said lounge to be adequately furnished.

X. **Faculty Parking**

A. The Board shall provide adequate, lighted, paved parking facilities, properly maintained exclusively for faculty use at no charge.

B. The Board may require parking decals for each faculty car but shall furnish same at no cost to all professors.

C. Campus security guards shall not reprimand faculty for parking, driving, or other infractions. Proper action will be taken by the appropriate Dean.

XI. **Safety**

A. Professors shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, well-being or which might prove detrimental to the educational process nor shall be required to work in rooms with temperatures below 60 degrees F or above 87 degrees F. The affected class may be relocated to another classroom.

B. A registered nurse shall be on duty at all times the college is in operation with adequate facilities for emergency care.

XII. Vacancies

A. Notice of any professional position vacancy or new position, administrative or faculty, shall be circulated to the members of the faculty (via the college mail) prior to its publication elsewhere (during the academic year). Between semesters such notices shall be distributed by U.S. Mail. Such notices shall include a complete job description, including salary range, duties, responsibilities, and a statement of required qualifications. Interviews for the open position will routinely be granted to college faculty prior to non-employees, providing their qualifications meet the requirements of the position and providing their applications are filed with the department announcing the vacancy within one week of distribution of the job notice during normal work periods or within two weeks of the postmarked date of such notice during summer vacation period.

B. Administrative Vacancies

The Association shall appoint two (2) representatives to serve on an Advisory Committee to assist in the appointment of the President of the College, the Dean of Instruction, and the Dean of Students.

C. All faculty applicants for such openings shall be notified via U.S. Mail of the disposition of their application prior to the publication of the name of the successful applicant.

XIII. Effect of Reassignment from Administration to Teaching Duties

Any faculty member who assumes administrative duties and subsequently returns to professor status shall resume all rights and privileges that he/she would have had if he/she had continued in the faculty status without interruption.

XIV. Academic Freedom

A. The professor shall have the unrestricted right to pursue and report the truth as he/she understands it, both as a teacher in his/her classroom and a citizen of his/her community.

B. The Faculty Association and the Board of Trustees subscribe to the statement of Academic Freedom as cited in Appendix A.

XV. Faculty Handbook

The faculty handbook and changes in the faculty handbook shall be developed jointly by the Administration and the Association.

XVI. Field Trips and Faculty Travel

A field trip shall be defined as an educational activity which requires students and/or faculty members to leave the campus.

A. The college, upon request, shall supply transportation for all approved trips in accordance with policy. Faculty members shall not be required to use their own vehicles for such trips.

B. The college shall provide auto liability insurance in accordance with state law.

C. Faculty members are authorized to chauffeur students in college vehicles unless they lack the skill, or have some physical deficiencies that might endanger the passengers.

XVII. Department Advisory Committees

All members of a department, or an elected number of members from a department as determined by the Department Chairperson, shall meet monthly with the chairperson to serve as an advisory group on matters concerning terms and conditions of employment.

ARTICLE VI

FACULTY BENEFITS

A. Paid Absence

1. a. Sick Leave

At the beginning of each school year, each professor shall be credited with a ten-day sick leave allowance to be used for absences caused by illness or physical disability of the professor. The unused portion of such allowance shall accumulate pursuant to State Law.

b. Compensation for Class Coverage

Effective July 1, 1980, teaching faculty members shall be expected to provide class coverage for absent colleagues in emergencies for the first three consecutive days of such absences, and shall be compensated at the overload rate for such service rendered after the third consecutive day.

c. Paid Sick Leave

A faculty member who is

(1) sixty (60) years of age or older and has ten (10) or more years of continuous service at the college and elects to retire; or,

(2) who has fifteen (15) years of continuous service at the college, and whose employment is terminated for a reason other than just cause,

shall be eligible to receive payment for fifty percent (50%) of his/her unused sick leave to a maximum of five thousand dollars ($5,000).

2. Bereavement

Leave up to four days will be allowed and paid by the College in the case of death in an employee's immediate family. The immediate family is defined as spouse, children, stepchildren, grandchildren, sons-in-law, daughters-in-law, parents, grandparents, substitute parents, parents-in-law, siblings, siblings-in-law, and guardians.

3. Personal Leave

Leave up to three (3) days per year shall be permitted for matters which cannot be cared for in a professor's free time. Request for personal leave, other than for serious illness of a member of the employee's household, shall be made at least twenty-four (24) hours in advance of such anticipated absence. Requests are to made directly to the Department Chairperson.

4. Legal Leave

The faculty member shall be excused for jury service of if he/she is subpoenaed as a third-party witness in court. Such faculty member shall be paid his/her regular salary in addition to the fees he/she received for acting as a juror or witness.

5. Extended Leave

A professor may request extended leave for any of the above causes, in those cases where conditions warrant it. Extended leave may be approved only on a case-by-case basis. In the case where a professor is denied extended leave, justification for denial must be submitted in writing.

6. **Sabbatical Leave**

a. The Board of Trustees of Ocean County College shall budget each year sufficient monies to support two (2) sabbatical leaves per year.

b. In addition to the commitment specified above, the Board of Trustees shall budget sufficient mones to support one (1) additional sabbatical leave per year for the 1987-88, 1988-89, 1989-90 academic years only. After this commitment has been fulfilled, the ongoing level of support, specified in paragraph "a" above, shall be three (3) sabbatical leaves per year.

c. During any given fiscal year, unexpended sabbatical leave funds shall be reserved for other professional growth needs of faculty.

Sabbatical leave is a plan for improving the college program by affording opportunity for professional growth. Such leave could be granted for the purpose of relevant study, research, travel, or for such other reasons that might contribute to the professional growth of the faculty member, and thus enhance the college program for the entire College community.

Application

Faculty members interested in sabbatical leave shall submit application to the Sabbatical Leave Review Committee not later than November 1st of the academic year preceding the year in which the sabbatical leave is to be taken. Individual applications shall include:

a. A statement of purpose for which the leave is requested.

b. A statement of how the individual faculty member believes his/her professional growth will be specifically enhanced by the proposed activity.

c. A statement of how the individual faculty member believes his/her sabbatical leave will specifically enhance the college program upon return.

d. A comprehensive plan of the activity to be pursued while on sabbatical leave (with explanatory details, as needed), and evidence of matriculation if the purpose is to obtain a graduate degree.

e. A signed sabbatical leave contract (Appendix F).

Eligibility

All members of the faculty shall be eligible for sabbatical leave within the following limitations:

a. A faculty member shall be eligible for sabbatical leave after employment for six consecutive years at Ocean County College.

b. Upon return from such leave, a faculty member shall not again be eligible until he/she has completed at least six additional years of employment at Ocean County College.

c. Candidates whose applications are not approved may submit a new application in any subsequent year.

Approval Procedures

A Sabbatical Leave Review Committee shall be formed each year consisting of three (3) faculty members and two (2) administrators. Faculty members shall be elected by the faculty. Administrators shall be appointed by the President of the College. The Sabbatical Leave Review Committee shall evaluate all applications for:

a. Compliance with the eligibility criteria stated above.

b. Compliance with the application procedures stated above.

c. The comparative value of each application for improving the college program.

The Sabbatical Leave Review Committee shall submit to the President not later than January 15th of each year their recommendation of the top three candidates, whose sabbatical leave programs are judged to have the greatest probability of improving the college program. All requests for sabbatical leave must be approved by a majority of all members of a committee.

The President shall review final applications for sabbatical leave and the recommendation of the Sabbatical Leave Review Committee. The President, shall, not later than the February Board of Trustees meeting, make his recommendation for approval of sabbatical leave(s) for the subsequent year. Candidates whose applications are approved by the Board of Trustees shall be notified not later than March 1st of each year.

Terms and Conditions

The following terms and conditions shall be applicable to all approved sabbatical leaves:

a. Sabbatical leave may be granted for either one-half at full salary, or one full year at half salary, or one full year at full pay with faculty members teaching fifteen (15) credit hours over two semesters. In no case shall the faculty member be eligible for overload teaching assignments during this sabbatical period.

b. Sabbatical leaves are to increase a faculty member's professional efficiency and usefulness to the college and not for the purpose of offering opportunities for increased income. This condition will not preclude the acceptance of grants, stipends, fellowships, foundation funds, or similar monies usually identified with graduate, post-graduate, or other professional study.

c. Acceptance of a sabbatical leave obligates the recipient to return to service for at least two years, or reimburse Ocean County College for all salary paid during the period of leave.

d. Recipients of sabbatical leaves shall submit to the President a written report of their activities while on sabbatical not later than three months following their return to active service.

e. A recipient of sabbatical leave retains all rights as though he/she were in active employment, such as: promotion, retirement benefits; tenure rights; salary progression; disability and medical insurance, as regulated by the Division of Pensions.

7. **Half-Load Contracts**

a. For the purpose of professional development, a faculty member with a minimum of seven (7) years service at Ocean County College may elect to take a half-load schedule at 60% of regular salary. In the event the replacement cost exceeds the remaining 40% of the professor's salary, the professor's salary will be reduced to reflect the increased cost of replacement. In the event the replacement cost is less than the remaining 40% of the professor's salary, the professor's salary will be increased to reflect the reduced cost of replacement. The execution of a half-load contract shall not exceed the professor's full-time salary including the cost of fringe benefits.

b. Applicants for a half-load contract should provide evidence that the leave is to be used to enhance their professional development.

c. An eligible faculty member must make application a year in advance in order to provide the college with sufficient lead time in recruiting a suitable replacement. A one-semester lead time is not sufficient for adequate advertising, interviewing and processing to take place.

d. The opportunity for a half-load contract shall be limited to a maximum of 5% of the eligible faculty each year so as to ensure that suitable and complete faculty replacements are provided subject to the approval of the Dean of Instruction. Half-load contracts shall not be granted to the same faculty member more than once in seven (7) years.

e. A half-load contract may be granted for either one-half at full (adjusted) salary, or one full year at half (adjusted) salary with faculty members teaching fifteen (15) credit hours over two semesters.

f. In no case shall the faculty member be eligible for overload teaching assignments during half-load contract period.

g. The concept of a half-load contract is interpreted to mean that the college will not incur any additional expense including the cost of providing fringe benefits to faculty members or their replacements.

B. Admission to Courses

1. Faculty members shall be granted free tuition and fees for any courses offered by the college.

2. Faculty dependents (husband, wife, and children and those individuals for whom the faculty member is a legal guardian and for whom the faculty member is eligible to claim dependency status of the individual on his/her current Internal Revenue Service annual income tax return) are to be granted free tuition and fees for any courses offered by the college. A maximum of sixty (60) credit hours, or the required course load of two full-time students, may be taken by a faculty member's dependents in any one academic year.

3. This benefit will extend to the surviving children dependents (as described above) of the deceased faculty who was employed at the time of death with the following limitations:

   A maximum of thirty (30) credit hours or the required course load of one (1) full-time student may be taken by such dependents in any one academic year. This benefit is to terminate upon any one of the following events:

   a. Remarriage of the surviving spouse of said employee.

   b. At the end of five years from the September 1 following the death of said employee.

   c. Upon the twenty-second (22) birthday of said surviving dependent.

   In no case will this benefit be terminated during the course of an academic year in which the dependent is actively enrolled.

4. Faculty members and dependents will be admitted to Community Education courses free of tuition and fees on a space available basis providing the minimum paid enrollment for the course has been satisfied.

5. International Education

   a. Faculty members must submit application to participate in International Education courses for themselves, or for their dependents in the same manner that applications for tuition waivers are submitted for any other courses offered by Ocean County College, and the same approval process shall be applicable.

   b. For all International Education courses, the faculty member will be responsible for all direct per capita costs, but will not be responsible for: overhead, administrative expenses, coordinator salaries, and similar OCC indirect expenses. The procedure is as described in "c" below.

   c. For all International Education courses, properly enrolled and approved faculty members and dependents will initially pay all tuition, college/student fees, and lab charges. After the course(s) is/are completed and after all direct per capita expenditures have been accurately identified by OCC, the College will refund to the faculty member the difference between these direct expenditures and payments previously made to OCC by the faculty member. It is understood by both parties to this agreement that the amount refunded is subject to wide fluctuations due to: currency exchange rates, country and college attended, course of study, lodging, transportation, meals, tickets to performances, required foreign insurances, and all other items for which OCC must make payment. Items specifically excluded from direct expenditures are: overhead, administrative expenses, coordinator salaries, and similar OCC indirect expenses.

   d. The amount of the potential refund described in "c" above will be reduced by the amount of any other form of payment made to the faculty member by OCC as a direct result of the faculty member dependent taking the International Education course. Examples of such payments are, but are not limited to: professional development funds, travel reimbursement, and scholarships.

C. Professional Improvement

1. Upon recommendations by the Department Chairperson faculty schedules will be arranged whenever feasible, to allow faculty members to attend classes at other institutions of higher education at the faculty member's own expense.

2. A faculty member may secure an interest-free loan against his/her current year's salary for the purpose of pursuing additional graduate study. A maximum of five percent (5%) of the faculty member's current year's salary may be owed at any one time. Such advances may be made only during the period when the faculty member is actively employed and shall be limited to two such advances during an employment year. The total amount advanced shall be repaid by equal salary deductions over the balance of the faculty member's current year contract. Upon termination of a faculty member's employment any unpaid portion of a loan shall become immediately due and payable, and shall be deducted in full from his/her final salary check.

3. Effective 9/1/84, the Board of Trustees shall provide tuition reimbursement at 100% of the Rutgers rate not exceeding 12 graduate credits per academic year for individual faculty members who pursue courses of study in the faculty member's field of specialization or field in which he or she renders service to the college. Only courses which have the prior approval of the imnmediate supervisor or the appropriate dean will entitle the employee to qualify for reimbursement. Refund for tuition reimbursement shall be made to the employee who has received graduate credit for his/her course work and who has submitted supporting proof of tuition payment and grade transcripts. This provision shall continue for each year during the life of this contract.

D. Instructional Development Grants

1. Ocean County College recognizes the importance of promoting instructional excellence. In order to foster innovation and stimulate the development of projects that encourage instructional excellence, funds will be budgeted to permit released time and/or compensation for (IDG) Instructional Development Grants.

2. Released time and/or overload compensation during the academic year and Summer will be made available to develop instructional projects.

3. The Board shall budget $10,000 per year to fund the Instructional Development Grants. Faculty are encouraged to apply early, since funds cannot be carried from one budget year to the next.

4. All full-time faculty are eligible to apply for an Instructional Development Grant individually or in teams.

5. Grants will be awarded at the overload rate up to a maximum of 4 credit hours or up to 4 credits released time per project. Each credit requested shall be equated as 35 hours of project work by the applicant. Contributions by support services shall not be included when calculating credit hours.

6. Instructional Development Grants are not intended to replace normal curricular and/or instructional activities which are considered to be a regular responsibility of a faculty member.

PROCEDURES

1. Faculty members may submit an application for an IDG to their Department Chairperson with ten (10) copies. Chairpersons will forward the application with their comments within ten days to the Instruction Committee for placement on the agenda for its next scheduled meeting. All applications will be made on IDG forms and conform to IDG Guidelines (available in department offices).

2. Review of applications will be made by the Committee on Instruction, in a timely fashion, during a closed session. Applicants may address the committee should they or the Committee desire. Successful applications will be forwarded to the Dean of Instruction. Unsuccessful applicants will be notified by the Committee of the reasons for refusal within two weeks. Faculty may appeal the Committee's recommendation to the Dean of Instruction.

3. The Dean of Instruction shall decide which applications shall be funded and so notify in writing the applicant. Unsuccessful applicants will be informed in writing of the reasons for refusal. All decisions will be rendered within two (2) weeks of the receipt of the application. Appeals (See item 2) will be handled in the same manner.

4. It is expected that all instructional development projects will be completed on or about the completion date stated in the application. Project deadlines may be extended by the Dean, for cause, and if appropriate, a brief project progress report may be requested by the Dean.

5. Monetary compensation will be awarded in two equal installments, one half at the midpoint of the project's duration, and the balance on completion of the project. Released time will be scheduled on a full semester basis only.

6. Projects which are not completed will be compensated in a manner determined by the Dean of Instruction to be equitable based on (a) reasons for lack of completion and (b) time expended on the project. Disputes will be subject to the grievance procedure.

E. Individual Professional Development Funding

1. The Board of Trustees shall annually budget Professional Development funds in accordance with the following schedule:

Academic Year	**Amount**
1987 - 1988	$200 per full time faculty
1988 - 1989	$225 per full time faculty
1989 - 1990	$250 per full time faculty

2. Individual professional development funding may be used to support activities such as, but not limited to, subscriptions, journals, workshops, conferences, and professionally related travel.

3. All requests for Professional Development funds shall be submitted on a timely basis and are subject to the approval of the Department Chairperson and the Dean of Instruction. Faculty shall be provided with reason(s) for denial of their requests.

4. By May 1st of any given budget year, unexpended Individual Professional Development funds shall be reserved for IDG projects.

5. Faculty/Departments may voluntarily "pool" individual resources to underwrite more costly professional growth activities.

F. Insurance Programs

1. Group Health Insurance

a. The Board shall provide without cost to the professor, full family health care insurance benefits. The Association shall aid the administration in selecting the insurance carrier. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period.

b. Effective January 1, 1985, for the calendar year 1985, the Board will reimburse the employee for up to $100 paid by the employee toward his or her Major Medical deductible. Payment shall be made in the following manner:

(1) Upon presentation to the Personnel Department by the employee of his or her statement from the Major Medical carrier specifying that the $100 deductible has been met, the full $100 will be reimbursed at that time.

(2) Should the $100 deductible not be reached, the employee may be reimbursed for that portion of the deductible he or she has met upon submission of proper documentation from the Major Medical carrier at the end of the calendar year.

(3) No duplicate payment shall be made for expenses incurred in October, November, and December of any given year.

Effective January 1, 1986, the provision for payment of the $100 deductible for the individual employee shall continue as provided for above. In addition, the Board of Trustees shall provide for payment of the deductible for the dependent unit in the same manner as payment is provided for for the single employee. NOTE: ONE MEMBER OF A DEPENDENT UNIT MUST REACH THE $100 DEDUCTIBLE BEFORE THE UNIT IS COVERED. IF THERE ARE TWO OR MORE MEMBERS OF A DEPENDENT UNIT, THE DEDUCTIBLES FOR EACH MEMBER MAY NOT BE COMBINED TO REACH THE $100 DEDUCTIBLE.

To effect partial reimbursement for the dependent unit that has not reached the full $100 deductible, reimbursement will be based upon the highest deductible reached by any single member of the dependent unit at the end of the calendar year. No duplicate payment shall be made for expenses incurred in October, November, and December of any given year.

2. Dental Insurance

The Board will continue to provide full premium coverage for the single portion of the dental plan. In addition, effective 1/1/85, the Board shall provide for the coverage of the dental premium for dependents to the extent necessary up to and including $27.62 per month for the life of the contract. Single coverage shall be mandatory for all members of the faculty association, but each faculty member may choose any plan offered by the insurance carrier.

3. Optical Care

The Board shall reimburse faculty for up to one hundred dollars ($100.00) per annum for eye exams/eye care and/or optical lenses. Reimbursement shall be made to the faculty promptly upon submission of proof of payment of the expenses incurred by the faculty member.

G. College Bookstore

All faculty members shall be given a ten percent (10%) discount on all purchases in the College Bookstore for their own personal use.

H. Maternity Leave

A professor shall be entitled to maternity leave without pay. The professor will notify, in writing, the appropriate Dean as soon as possible of the anticipated beginning and ending dates of such leave. A professor will not begin teaching a semester during which she anticipates delivery. In the event of complications as certified by a physician at any time during the pregnancy, maternity leave may be granted immediately upon request, but normal teaching duties cannot be resumed until the following September 1st, should this leave exceed a period of three working weeks. All maternity leaves shall expire on the September 1st following the passage of one full year from the date the leave commenced.

I. Payroll Savings Plan

College will provide an opportunity for payroll savings deductions in accordance with NJSA 40:11-26 "Compensation of persons holding public office or employment: Deductions." All deductions shall be remitted monthly in the name of the faculty member and in accordance with details to be arranged by the College and Mon-Oc Teachers Federal Credit Union. The College shall make reasonable effort to make such remissions on a timely basis following the close of each month. This payroll savings program shall replace all existing savings deduction plans presently in force.

ARTICLE VII

GRIEVANCE PROCEDURE

A grievance is a claim, by a faculty member, of violation of this contract, hereinafter referred to as "Grievant." The Association may initiate a grievance for two (2) or more members of the Association or wherein a concern affects the Association as a whole. In the event that a faculty member believes that he/she has a basis for a grievance, he/she shall:

1. First, informally discuss the grievance with the Department Head or appropriate administrator.

2. If, as a result of informal discussions with the Department Head, or administrator, a grievance still exists, the grievant may invoke the following formal grievance procedure (in writing within fifteen (15) working days of the grievance, signed by the grievant.) Copies of said complaint are to be filed with the Administrator, who is party to the grievance, as well as the appropriate Dean:

   a. The Association, or its Grievance Committee, acting on behalf of the grievant, may informally attempt to resolve the grievance with the appropriate Administrator.

   b. If the grievant feels that he/she has not received a satisfactory settlement of his/her grievance, he/she may then request a hearing on his/her complaint by the President of the College. The hearing will commence within two (2) weeks of the request for such a hearing. The Committee shall render their decision, in writing, on the complaint within one (1) week of the close of the said hearing.

   c. In the event the decision rendered by the Administrative Grievance Committee does not resolve the grievance to the satisfaction of the grievant, he/she may appeal said decision to the President, or his/her designee, for the purpose of resolving the grievance. Such appeal shall be made within one (1) week from the date of the Administrative Grievance Committee's decision. The President, or his/her designee, shall indicate the disposition of the grievance, in writing, within two (2) weeks of receipt of said request for appeal.

   d. If the grievant remains dissatisfied, he/she may carry the grievance, in writing, to the Board of Trustees. The Board of Trustees, or its designee, shall review the complaint and render a decision on the grievance. The grievant shall be notified of the decision within two (2) weeks of the date of receipt of request for review by the Board of Trustees.

   e. If the Association remains dissatisfied with the decision of the Board, the Association shall have the right to invoke binding arbitration, within thirty (30) days of receipt of the Board's decision.

3. The cost of any arbitration shall be borne by the Association and Board equally.

4. No reprisals of any kind shall be taken against any faculty member or administrator for participating in any grievance.

5. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

6. A grievance may be withdrawn at any level by the grievant.

ARTICLE VIII

PROFESSIONAL BEHAVIOR

A. The Board recognizes that the NEA Code of Ethics of the educational profession as it appears in Appendix B is considered by the Association and its membership to define acceptable criteria of professional behavior. Alleged breaches of discipline or of the Code of Ethics will be dealt with in line with the following procedures:

B. **Procedures:**

1. All alleged breaches of discipline or of the Code of Ethics will be promptly referred to the Professor in question for informal discussion and an attempt at resolution.

2. Should informal discussion fail to resolve the problem, the Professor may be required to attend a formal meeting with the complainant and the appropriate Administrator (usually the Department Chairperson or appropriate Dean), as well as other such persons as deemed essential to the proceedings by the College or the Professor. In such cases, the Professor will be notified a minimum of twenty-four (24) hours in advance of said meeting and will be apprised of the specific nature of the complaint. The professor will have the opportunity to have present a representative of the Association at this meeting. Either party may be permitted to make transcript of the meeting.

3. The College will take no action against the Professor during the twenty-four (24) hours cited above and will make every reasonable effort during said period to hold the matter in confidence.

4. The above procedure shall not preclude the use of the Grievance procedure.

5. Whenever guilt is determined, the College and the Association will use their best resources to correct breaches of professional behavior.

6. In the event the alleged violation also constitutes a violation of law, the above procedure shall not preclude either party from taking immediate action which it deems appropriate.

7. Neither party will be prevented from taking reasonable action deemed necessary for the maintenance of good order.

ARTICLE IX

CONTRACTS AND DISMISSALS

1. Annual contracts shall be issued by March 1st, or within thirty (30) days of the completion of negotiations. Those not receiving their employment contracts for the third or fourth year of employment shall be notified by December 15th.

2. Said contracts are to be signed and returned to the Board of Trustees within fifteen (15) days of issuance.

3. Each tenured professor shall receive an individual contract of continuing employment.

4. An individual's contract may be terminated by either party by giving sixty (60) days notice, or earlier, upon mutual consent.

5. If an individual's contract is not to be renewed, he shall be given the opportunity to resign.

ARTICLE X

PROMOTION AND MERIT POLICY

A. Faculty Promotion Procedures

Ocean County College recognizes the promotion process as important in encouraging and rewarding excellence in education. The College is committed to an equitable and collegial promotion procedure and evaluative process. The College affirms that every effort will be made to insure that all candidates for promotion are judged and evaluated with objectivity and impartiality.

1. The Board of Trustees shall budget annually sufficient monies to fund promotions for ten percent (10%) of the total number of full-time faculty positions. During any given fiscal year, unexpended promotion funds shall be reserved for other professional growth needs of faculty.

2. The number of annual promotions may not exceed the percentage above, except as the President recommends individuals whose services to the College warrant special consideration.

3. Candidates for promotion must meet all the minimum requirements and comply with the procedures as provided in College Policy and the Master Contract.

4. The maximum promotions in any given year shall be ten percent (10%) of the total number of full-time faculty in the preceding year. Final decision for promotion rests with the Board of Trustees. Recommendations for promotion come to the Board from the President of the College.

5. Faculty desirous of promotion are subject to the criteria and guidelines set forth in the Board of Trustees Policy #3118.

B. Procedure

1. By October 15th, a Promotion Committee shall be established. The Promotion Committee shall review, evaluate, and recommend to the President of the College, faculty candidates for promotion.

2. PROMOTION COMMITTEE composition shall be as follows:

   - Four (4) full-time tenured faculty with minimum rank of Assistant Professor elected at large by the College Assembly at its annual elections.

   - Two (2) faculty members with minimum rank of Associate Professor appointed by the President of the FAOCC.

   - The Dean of Instruction.

3. Prior to November 1, faculty who have met the minimum criteria for promotion may apply for a promotion by submitting an application to their Department Chair. The Chair shall review the application and discuss it with the faculty member. The Department Chair shall inform the faculty member of his/her recommendations to the Promotion Committee. If the Chair does not recommend the applicant, the faculty member will have the option of withdrawing his/her application or forwarding the application to the promotion committee without Department Chair's recommendation.

4. The Dean of Instruction shall chair the committee. The Dean shall insure that all procedures and evaluations are adhered to with objectivity, impartiality and timeliness. The Dean shall provide the necessary secretarial assistance to committee members.

5. The Promotion Committee shall receive faculty promotion applications no later than November 15th. Each committee member shall consider all relevant information and individually review and evaluate each promotion application.

6. After applications have been reviewed, the Promotion Committee will meet, informally, with each candidate for the primary purpose of (1) permitting the applicant to expand on any item(s) in the application and/or (2) permitting the committee to seek clarification of any item(s) in the application. Should neither of the above be deemed relevant, the meeting may be waived by mutual consent of the two parties.

7. By February 15th, the Committee will approve or disapprove candidates for promotion. Each applicant shall be judged and recommended on the basis of the criteria for the academic rank for which he/she is applying.

8. By March 1st, the Dean shall write a report indicating the committee's final recommendations to the President. Applicants not recommended by the committee for promotion shall be so informed in writing (by the Dean, for the committee) outlining area(s) which the applicant should strengthen.

9. Prior to March 30, the President shall review and consider the Promotion Committee's recommendation. The President's recommendation shall be forwarded to the Board of Trustees in sufficient time for the Board to act at its April meeting. Final applicants not recommended by the President shall be notified in writing by April 30th, stating the reason(s) for denial. The Board of Trustees shall not withhold promotions pending contractual settlement for a successor agreement.

10. All final candidates for promotion shall be individually notified in writing of the Board's decision not later than May 15th.

C. Salary of Promoted Professor

1. Faculty members will not be automatically moved into the next rank when requirements for that rank are satisfied.

2. The salary of a promoted professor shall be calculated in the following manner:

   a. A professor receiving a promotion shall be moved forward to the appropriate rank and salary, adjusted in accordance with contracted salary increases so that the promotee's salary increase is higher than the salary had the professor not been promoted.

   b. If the salary increase resulting from "a" above does not equal or exceed one-half of the increment of the rank to which the professor is promoted, the salary shall be further adjusted so that it does equal one-half a step increase of the new rank.

   c. Any promoted professor not on a specific step of the salary schedule as a result of "b" above, shall be moved forward to the next step prior to application of contracted salary increase for the following year.

D. Merit Increases

1. A professor may be recommended by his/her Department Chairperson or Director and appropriate Dean for a merit increase in salary. The recommendation should be submitted no later than January 15th.

2. At the discretion of the Board, merit increases may be awarded after consideration of teaching performance and outstanding service to the College outside the classroom. Professional Counselors and Librarians may be awarded merit increases at the discretion of the Board after consideration of professional performance and outstanding service to the College outside the primary job responsibility areas.

ARTICLE XI

SALARY INCREASE

First year of contract: 7.5% salary increase inclusive of the increment.

Second year of contract: 7.5% salary increase inclusive of the increment.

Third year of contract: 7.5% salary increase inclusive of the increment.

ARTICLE XII

PATENTS AND COPYRIGHTS

A. To promote the professional improvement of the faculty, and at the same time, to protect the full rights of the inventor or author, the College has the intent to provide an equitable means of sharing expenses and income. It is not the purpose of the College to seek nor to encourage specifically, the development of patents or copyrights of commercial value or to engage in their exploitation.

B. Ownership to inventions, discoveries, writings or other instructional materials made or authored by members of the faculty shall be resolved according to one of the following provisions:

1. Faculty who develop patentable or copyrightable materials on their own time, at their own expense and without the use of direct cost resources of the college shall retain sole and totalownership and income as a result of their labors. Prior to applying for a patent or copyright, the faculty member shall request review of this claim of total ownership by a College Patent and Copyright Committee. The Committee shall be composed of the Dean of Instruction or the Dean of Students, the Dean of Administrative Services, Department Chairperson and three (3) faculty members, one of whom may be selected by the faculty member inventor/author. The remaining two faculty members shall be selected from a standing committee of faculty. The faculty shall submit to the President of the College, at the beginning of the year, a list of names of those desiring membership on such a committee. The committee shall make its recommendation regarding sole and total ownership to the Board of Trustees, through the President. The decision of the Board shall be transmitted to the faculty member inventor/author in a timely manner.

2. Faculty who develop patentable or copyrightable materials resulting from work conducted during the normal course of employment by the college, or with the use of any direct cost resources of the college, or relating to any research or other project conducted by the college for an outside sponsor, shall be the joint property of the college and the faculty member unless either party releases all or part of its rights to the other. Prior to starting work on the preparation of such materials and/or prior to applying for a copyright or patent the faculty member and the college shall mutually agree to ownership rights and other special conditions.

Attached hereto and considered part of this agreement are the following Appendices:

Appendix A, A.A.U.P. Declaration of Academic Freedom

Appendix B, Code of Ethics of the Educational Profession

Appendix C, Salary Schedule 1987-88

Appendix C-1, Salary Schedule 1988-89

Appendix C-2, Salary Schedule 1989-90

Appendix D, College Calendar

Appendix E, Equal Employment Opportunity

Appendix F, Sabbatical Leave Contract

Appendix G, Early Retirement - Memorandum of Agreement

This agreement shall be effective from September 1, 1987 and shall continue in effect through August 31, 1990, unless the Association and the Board mutually agree in writing to an extension of its duration.

By:____________________________
William T. Hiering, Sr.
Chairperson
Board of Trustees

By:____________________________
Lester Fetter
President
Faculty Association

By:____________________________
Eva J. Smithers
Secretary
Board of Trustees

By:____________________________
William G. Middleton
Co-Negotiator
Negotiating Committee - FAOCC

By:____________________________
Milton Shaw
President
Ocean County College

By:____________________________
Charles S. Blake
Co-Negotiator
Negotiating Committee - FAOCC

By:____________________________
John P. Kane, Jr.
Co-Negotiator
Negotiating Committee
(Administration)

By:____________________________
Robert Seymour
Co-Negotiator
Negotiating Committee
(Administration)

Date:____________________

NOTE: A SIGNED MASTER COPY RESIDES IN PERSONNEL DEPARTMENT, OCC, AND A SIGNED MASTER COPY HAS BEEN FURNISHED FAOCC.

APPENDIX A

A.A.U.P. Declaration of Academic Freedom

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The teacher is entitled to freedom in the classroom in discussing his subject but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

C. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

APPENDIX B

Code of Ethics of the Education Profession

Adopted by the NEA Representative Assembly, July 1968

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code. (PREAMBLE)

PRINCIPLE I - COMMITMENT TO THE STUDENT

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator ----

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.

2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.

3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.

4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.

5. Shall not on the grounds of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.

6. Shall not use professional relationships with students for private advantage.

7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II - COMMITMENT TO THE PUBLIC

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator ---

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.

2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.

3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.

4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.

5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

PRINCIPLE III - COMMITMENT TO THE PROFESSION

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to the profession, the educator ---

1. Shall not discriminate on the ground of race, color, creed, on national origin for membership in professional organizations nor interfere with the free participation of colleagues in the affairs of their association.

2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.

3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.

4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.

5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.

6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

7. Shall not misrepresent his professional qualifications.

8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV - COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator ---

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.

2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.

3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.

4. Shall give prompt notice to the employing agency of any change in availability or nature of a position.

5. Shall not accept a position when so requested by the appropriate professional organization.

6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.

7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and that employing agency.

8. Shall not delegate assigned tasks to unqualified personnel.

9. Shall permit no commerical exploitation of his professional position.

10. Shall use time granted for the purpose for which it is intended.

APPENDIX C

SALARY SCHEDULE 1987-88

STEP/RANK	PROF.	ASSOC.	ASST.	INSTR. I	INSTR. II
1	29619	26103	22197	20611	19032
2	31146	27361	23231	21503	19924
3	32673	28619	24265	22395	20816
4	34200	29877	25299	23287	21708
5	35727	31135	26333	24179	22600
6	37254	32393	27367	25071	23492
7	38781	33651	28401	25963	24384
8	40308	34909	29435	26855	25276
9	41835	36167	30469	27747	26168
10	43362	37425	31503	28639	27060
11	44889	38683	32537	29531	27952
12	46416	39941	33571	30423	28844
13	47943	41199	34605	31315	29736
14	49470	42457	35639	32207	30628
15	50997	43715	36673	33099	31520
16	52524	44973	37707	33991	32412
17	54051	46231	38741	34883	33304
18	55578	47489	39775	35775	34196
19	57105	48747	40809	36667	35088
20	58632	50005	41843	37559	35980
21	60159	51263	42877	38451	36872
22	61686	52521	43911	39343	37764
INC	1527	1258	1034	892	892

NOTES:

1. All faculty members shall remain on the same step on the 1987-88 Salary Schedule as they were on the 1986-87 Salary Schedule. Additionally, the Board of Trustees may grant one additional step for any professor who receives a merit increase. The Board of Trustees may withhold, for inefficiency or other good cause, the employment increment or the adjustment increment or both, of any professor in any year, by a majority vote of all the members of the Board of Trustees. The Board of Trustees, through its designated administrative representative, shall give notice of such intention no later than at the issuance of the professor's individual employment contract. The Board of Trustees, through said representative, shall give written reasons thereof to the professor concerned, within ten days of such notice. The professor may appeal such action through the grievance procedure provided under this contract. The arbitrator shall either affirm the withholding action of the Board of Trustees or direct that the increment or increments be paid. It shall not be mandatory upon the Board of Trustees to pay any such denied increment in any future year as an adjustment increment.

2. The salary of each professor shall be paid on a bi-weekly basis.

3. Overload and summer salaries shall be paid on the following basis per semester credit hour:

   Professor - $460, Associate Professor - $455, Assistant Professor - $445, Instructor I - $440 Instructor II - $430.

4. The 1987-88 Salary Schedule is subject to change upward depending upon the Consumer Price Index (CPI - the "U" Index) for the Philadelphia area. The formula to increase the schedule is as follows: The average annualized percentage increase in CPI for the 1-1/2 contract years commencing January 1, 1986 through June 30, 1987 would be used. If this average is equal to or greater than nine percent but less than ten percent, an additional one-half percent new money would be added to the salary schedule. If the average CPI reaches ten percent but less than eleven percent, an additional one-half percent above the first one-half percent new money adjustment as noted above would be added, and so forth to a maximum of two additional percentages.

APPENDIX C-1

SALARY SCHEDULE 1988-89

STEP/RANK	PROF.	ASSOC.	ASST.	INSTR. I	INSTR. II
1	31840	28061	23862	22157	20459
2	33482	29413	24974	23116	21418
3	35124	30765	26086	24075	22377
4	36766	32117	27198	25034	23336
5	38408	33469	28310	25993	24295
6	40050	34821	29422	26952	25254
7	41692	36173	30534	27911	26213
8	43334	37525	31646	28870	27172
9	44976	38877	32758	29829	28131
10	46618	40229	33870	30788	29090
11	48260	41581	34982	31747	30049
12	49902	42933	36094	32706	31008
13	51544	44285	37206	33665	31967
14	53186	45637	38318	34624	32926
15	54828	46989	39430	35583	33885
16	56470	48341	40542	36542	34844
17	58112	49693	41654	37501	35803
18	59754	51045	42766	38460	36762
19	61396	52397	43878	39419	37721
20	63038	53749	44990	40378	38680
21	64680	55101	46102	41337	39639
22	66322	56453	47214	42296	40598
INC	1642	1352	1112	959	959

NOTES:

1. All faculty members shall remain on the same step on the 1988-89 Salary Schedule as they were on the 1987-88 Salary Schedule. Additionally, the Board of Trustees may grant one additional step for any professor who receives a merit increase. The Board of Trustees may withhold, for inefficiency or other good cause, the employment increment or the adjustment increment or both, of any professor in any year, by a majority vote of all the members of the Board of Trustees. The Board of Trustees, through its designated administrative representative, shall give notice of such intention no later than at the issuance of the professor's individual employment contract. The Board of Trustees, through said representative, shall give written reasons thereof to the professor concerned, within ten days of such notice. The professor may appeal such action through the grievance procedure provided under this contract. The arbitrator shall either affirm the withholding action of the Board of Trustees or direct that the increment or increments be paid. It shall not be mandatory upon the Board of Trustees to pay any such denied increment in any future year as an adjusted increment.

2. The salary of each professor shall be paid on a bi-weekly basis.

3. Overload and summer salaries shall be paid on the following basis per semester credit hour:

   Professor - $475, Associate Professor - $470, Assistant Professor - $460, Instructor I - $455, Instructor II - $445.

4. The 1988-89 Salary Schedule is subject to change upward depending upon the Consumer Price Index (CPI - the "U" Index) for the Philadelphia area. The formula to increase the schedule is as follows: The average annualized percentage increase in CPI for the 1-1/2 contract years commencing January 1, 1987 through June 30, 1988 would be used. If this average is equal to or greater than nine percent, but less than ten percent, an additional one-half percent new money would be added to the salary schedule. If the average CPI reaches ten percent but less than eleven percent, an additional one-half percent above the first one-half percent new money adjustment as noted above would be added, and so forth to a maximum of two additional percentages.

APPENDIX C-2

SALARY SCHEDULE 1989-90

STEP/RANK	PROF.	ASSOC.	ASST.	INSTR. I	INSTR. II
1	34228	30166	25652	23819	21993
2	35993	31619	26847	24850	23024
3	37758	33072	28042	25881	24055
4	39523	34525	29237	26912	25086
5	41228	35978	30432	27943	26117
6	43053	37431	31627	28974	27148
7	44818	38884	32822	30005	28179
8	46583	40337	34017	31036	29210
9	48348	41790	35212	32067	30241
10	50113	43243	36407	33098	31272
11	51878	44696	37602	34129	32303
12	53643	46149	38797	35160	33334
13	55408	47602	39992	36191	34365
14	57173	49055	41187	37222	35396
15	58938	50508	42382	38253	36427
16	60703	51961	43577	39284	37458
17	62468	53414	44772	40315	38489
18	64233	54867	45967	41346	39520
19	65998	56320	47162	42377	40551
20	67763	57773	48357	43408	41582
21	69528	59226	49552	44439	42613
22	71293	60679	50747	45470	43644
INC	1765	1453	1195	1031	1031

NOTES:

1. All faculty members shall remain on the same step on the 1989-90 Salary Schedule as they were on the 1988-89 Salary Schedule. Additionally, the Board of Trustees may grant one additional step for any professor who receives a merit increase. The Board of Trustees may withhold, for inefficiency or other good cause, the employment increment or the adjustment increment or both, of any professor in any year, by a majority vote of all the members of the Board of Trustees. The Board of Trustees, through its designated administrative representative, shall give notice of such intention no later than at the issuance of the professor's individual employment contract. The Board of Trustees, through said representative, shall give written reasons thereof to the professor concerned, within ten days of such notice. The professor may appeal such action through the grievance procedure provided under this contract. The arbitrator shall either affirm the withholding action of the Board of Trustees or direct that the increment or increments be paid. It shall not be mandatory upon the Board of Trustees to pay any such denied increment in any future year as an adjustment increment.

2. The salary of each professor shall be paid on a bi-weekly basis.

3. Overload and summer salaries shall be paid on the following basis per semester credit hour:

   Professor - $495, Associate Professor - $490, Assistant Professor - $480, Instructor I - $475, Instructor II - $465.

4. The 1989-90 Salary Schedule is subject to change upward depending upon the Consumer Price Index (CPI - the "U" Index) for the Philadelphia area. The formula to increase the schedule is as follows: The average annualized percentage increase in CPI for the 1-1/2 contract years commencing January 1, 1988 through June 30, 1989 would be used. If this average is equal to or greater than nine pecent but less than ten percent, an additional one-half percent new money would be added to the salary schedule. If the average CPI reaches ten percent but less than eleven percent, an additional one-half percent above the first one-half percent new money adjustment as noted above would be added, and so forth to a maximum of two additional percentages.

APPENDIX D

College Calendar - 1987-88

Fall Semester - 1987

Wed. - Fri., August 26-28	Registration
Tues., September 1	Convocation/Orientation
Wed., September 2	Classes begin, 8 a.m.
Mon., September 7	No Classes (Labor Day)
Fri., October 23	Mid-Semester
Wed., November 25	Classes End, 10:05 p.m.
Mon., November 30	Classes Resume, 8 a.m.
Wed., December 16	Monday Class Schedule
Saturday, December 19	Classes End

Spring Semester - 1988

Thurs. - Tues., January 14-19	Registration
Wed., January 20	Classes Begin, 6 p.m.
Fri., March 11	Mid-Semester
Wed., March 30	Classes End, 5:50 p.m.
Mon., April 11	Classes Resume, 8 a.m.
Sat., May 14	Classes End
Thurs., May 26	Commencement

APPENDIX E

Equal Employment Opportunity

Ocean County College and the Faculty Association of Ocean County College agree to cooperate in continuing to maintain policies and practices which prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, and further, to affirmatively cooperate in the implementation of presidential Executive Order #11246 as amended, Title IX of the Educational Amendments, as amended, their regulations and other lawful requirements intended to prevent any such discrimination.

APPENDIX F

Ocean County College
Sabbatical Leave Contract

Name Date

Duration of Sabbatical Leave: to
(Start Date) (Date of Return)

Salary to be awarded while on Sabbatical Leave: $

I understand that approval of my application for Sabbatical Leave is subject to all the terms and conditions set forth in Article VI, Section A,6. of the Faculty Association Agreement. Furthermore, I understand that failure on my part to comply with the conditions in Section "C," "Terms and Conditions," shall subject me to financial reimbursement to the College as set forth therein. I hereby agree to fulfill all obligations required for approval of Sabbatical Leaves.

President, OCC

Faculty Member's Signature

Date

Date

APPENDIX C

MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
OCEAN COUNTY COLLEGE BOARD OF TRUSTEES
AND THE
FACULTY ASSOCIATION OF OCEAN COUNTY COLLEGE

The Faculty Association and the Board of Trustees of Ocean County College herein recognize that it is in our mutual best interest to develop and implement an Early Retirement Incentive Program for faculty members.

However, it is mutually recognized that the Board of Trustees of Ocean County College is precluded by current New Jersey Statutes and regulations from developing such a program.

In the event enabling legislation is passed which gives the Board of Trustees authority to develop and implement an Early Retirement Incentive Program, the Board herein agrees to open negotiations for this single item.

The College further agrees, that not later than September, 1987, to form a special joint committee to study the feasibility of implementing Chapter 88 of the State Health Benefits Laws, which enables the College to pay health benefits premiums for all retirees. Inclusive to this effort is the understanding that no additional costs will be incurred by the College. Essex County College has implemented this program and its model will form the basis for our research.

AN AGREEMENT

BETWEEN THE

PASSAIC COUNTY COMMUNITY COLLEGE

AND THE

FACULTY ASSOCIATION

OF THE

PASSAIC COUNTY COMMUNITY COLLEGE

August 21, 1987 - August 20, 1990

TABLE OF CONTENTS

Page

Preamble 1

Recognition (Article I) 2

Negotiation of Successor Agreement (Article II) 3

Faculty Rights (Article III) 4

Management Rights (Article IV) 6

Salaries (Article V) 7

Sick Leave (Article VI) 11

Leaves of Absence (Article VII) 13

Miscellaneous Provisions (Article VIII) 17

Duration of Agreement (Article IX) 21

Personnel Files (Article X) 22

Grievance and Arbitration Procedures (Article XI) 25

Workload (Article XII) 31

Hours (Article XIII) 37

Office Hours (Article XIV) 38

Class Size (Article XV) 39

Requirements for Academic Rank (Article XVI) 42

Evaluation of Faculty (Article XVII) 46

Appointments, Reappointments, & Tenure (Article XVIII) 51

Procedures for Promotion (Article XIX) 52

Signatures 55

Appendix 56

PREAMBLE

This Agreement, entered into this 23rd day of June, 1986, by and between the Board of Trustees of Passaic County Community College, Paterson, New Jersey, hereinafter called the "Board," and the Passaic County Community College Faculty Association, hereinafter called the "Faculty Association" or the "Association."

WITNESS

WHEREAS, the Board has an obligation pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, to negotiate with the Faculty Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

1.1 The Board hereby recognizes the Faculty Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time teaching faculty.

1.2 The term "Faculty" when used hereinafter in this Agreement shall refer to all full-time professional employees represented by the Faculty Association in the negotiating unit holding the rank of Instructor, Assistant Professor, Associate Professor, and Professor.

1.3 The College is entering into considerations for certain academic/teaching programs of a non-credit nature that would necessitate the hiring of teachers. These personnel are not required to possess the same background and credentials as our faculty but do, in fact, possess appropriate training in their respective fields.

The College proposes that these personnel be included in the faculty unit but that certain modifications be made specifically for this category of personnel in appropriate areas of the contract, including but not limited to:

Recognition as:

"non-credit teachers not awarded the rank of either instructor, assistant professor, associate professor, or professor thereby being ineligible for the receiving of tenure"

Work Year:
48 weeks per year with a 4-week vacation period

Workload:

5 days, 7 hours per day

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

2.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, and to make a good faith effort to reach agreement on all matters concerning the terms and conditions of faculty employment. Any agreement so negotiated shall apply to all employees within the negotiating unit and shall be reduced to writing, be signed by the Board and the Faculty Association, and be adopted by the Board.

2.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, nor will there be further negotiations not provided for in the Agreement throughout its duration except by mutual agreement between the parties.

ARTICLE III

FACULTY RIGHTS

3.1 Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every eligible employee of the Board shall have the right freely to organize, join and support the Faculty Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, as well as the right to refrain from so doing. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any faculty member in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States, and that it shall not discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of 1) his/her membership in the Faculty Association and its affiliates, 2) his/her participation in collective negotiations with the Board or other activities of the Faculty Association and its afffiliates, or 3) his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

3.2 The Board of Trustees shall not implement any policies, regulations and procedures which directly affect the terms and conditions of employment of faculty during the term of this Agreement without negotiations in accordance with the terms of this Agreement.

3.3 Nothing contained herein shall be construed to deny or restrict to any faculty member such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.

3.4 Duly authorized members of the Faculty Association shall be permitted to transact official Association business on College property when such transactions in no way interfere with College business or the faculty member's scheduled hours of instruction, advisement, consultation or office hours.

ARTICLE IV

MANAGEMENT RIGHTS

4.1 The Board retains and reserves unto itself all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and Constitutions of the State of New Jersey and the United States.

4.2 All such rights, powers, authority and perogatives of management possessed by the Board are retained subject to limitations as may be imposed by Chapter 303, Law 68, as amended by Chapter 123, Public Laws of 1974, and except as they are specifically abridged or modified by this Agreement.

ARTICLE V

SALARIES

5.1 Effective August 21, 1987, all faculty members employed in the 1986-87 faculty year shall receive a two and one-half percent (2.5%) plus $900 increase to their then current annual base salary.

5.2 Effective August 21, 1988, all faculty members employed in the 1987-88 faculty year shall receive a three percent (3%) plus $900 increase to their then current annual base salary.

5.3 Effective August 21, 1989, all faculty members employed in the 1988-89 faculty year shall receive a three percent (3%) plus $900 increase to their then current annual base salary.

5.4 Tenured faculty shall receive a one-time-only adjustment to their base salary on August 21, 1987, prior to the calculation of 1987-1988 base salaries, in accordance with the following schedule:

> PROFESSORS whose 1986-1987 base salary does not exceed the minimum for their rank by more than $2000, shall receive $2000 for each full/partial year of employment at the College.
>
> ASSOCIATE PROFESSORS whose 1986-1987 base salary does not exceed the minimum for their rank by more than $3000, shall receive $225 for each full/partial year of employment at the College.
>
> ASSISTANT PROFESSORS whose 1986-1987 base salary does not exceed the minimum for their rank by more than $10000, shall receive $250 for each full/partial year of employment at the College.
>
> INSTRUCTORS whose 1986-1987 base salary does not exceed the minimum for their rank by more than $6000, shall receive $275 for each full/partial year of employment at the College.

5.5 Effective August 21, 1987, faculty members who enter the sixth (6th), eleventh (11th), and sixteenth (16th) years of continuous employment with the College shall receive a longevity increase to their then current annual base salary of two and one-half percent (2.5%). Longevity increases shall be made on August 21st of the 6th, 11th, and 16th year. Faculty members who have now completed ten (10) and fifteen (15) years of service at the College shall receive the respective longevity increases on August 21, 1987. No fifth (5th) year longevity increases will be awarded retroactively.

5.6 Minimum salaries for faculty ranks shall be in accordance with the following schedule:

Professor.	$ 35,000.
Associate Professor.	$ 27,000.
Assistant Professor.	$ 22,000.
Instructor	$ 18,500.

5.7 Faculty members shall have the first option to teach in the Summer or other non-semester terms one (1) section of a course they have previously taught at the College. In addition, the faculty member has the first option to teach two (2) sections of the same course in a term which is of six (6) weeks or longer duration. The College retains the right to select among qualified faculty members who apply for the same courses.

The above shall not apply to any non-tenured faculty member who has been given notice of non-reappointment for the next faculty year.

5.8 Faculty salary for teaching a summer or other non-semester course shall be at the overload rate.

5.9 Faculty shall be eligible to receive stipends when assigned by the Dean of Faculty to special academic projects which clearly fall outside of the faculty members current job responsibilities, such as writing new grants or developing new program curriculum. The stipend reimbursement shall be determined by mutual agreement between the faculty member and the Dean of Faculty prior to initiating the project. No faculty member may receive both a stipend and release time for participation in a single project. The Dean will notify the Association of agreements.

5.10 Effective 8/21/87, overload payment shall be ten dollars ($10) more than the adjunct pay rate but not less than $460 per contact hour.

5.11 Effective August 21, 1988, overload payment shall be ten dollars ($10) mre than the adjunct pay rate but not less than $470 per contact hour.

5.12 Effective August 21, 1989, overload payment shall be ten dollars ($10) more than the adjunct pay rate but not less than $480 per contact hour.

5.13 Each faculty member shall elect one of the following two salary payment options.

Option No. 1: Twenty-six (26) payments of equal amounts constituting appropriate salary for the faculty year, commencing on the first day of instruction of one calendar year and ending August 15 of the following year.

Option No. 2: Twenty-two (22) payments of equal amounts constituting the appropriate salary for the faculty year, commencing on the first day of instruction of one calendar year and ending June 15 of the following year.

The slection must be made in writing and delivered to the Payroll Supervisor on or before August 15 of a calendar year.

Failure to stipulate an option will result in the College disbursing the appropriate salary for the faculty year in accordance with Option No. 1.

5.14 The maximum base salary of any individual faculty member during the effective period of this Agreement as specified in Section 9.1 shall be fifty-two thousand five hundred dollars ($52,500).

5.15 All faculty who are employed at the College on June 1, 1986 and who have been granted continuing employment in the 1986-87 academic year shall receive a one time bonus payment of $500.00. This shall not be added to the employee's base salary. Payment shall be made on the paydate following ratification by both parties.

ARTICLE VI

SICK LEAVE

6.1 All members of the bargaining unit employed by the Board shall be entitled to twelve (12) sick leave days with pay each faculty year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

6.2 Sick leave is occasioned by the absence of an individual from duty because of illness, disability, or accident in the immediate family.

6.3 Faculty members who find it necessary to use sick leave must inform the Dean of Academic Affairs as soon as possible that they will be absent from work.

6.4 Faculty members may submit to the Dean of Academic Affairs requests for the granting of additional sick days, when warranted, beyond their accumulated days. The Dean will forward the request with his recommendation to the President. The President will consider the request and, if approved, will submit the request to the Board for its action.

6.5 Any faculty member who will be missing a class which is scheduled prior to 10:00 a.m. must call the Office of the Dean of Academic Affairs at (201) 684-6503 the night before or, if impossible, at least one hour prior to the time class is scheduled to begin.

6.5.1 Full time faculty shall be entitled to three (3) personal leave days per year. Personal leave days are non-accruable and must be used during the academic year in which they are earned. Faculty shall submit notification(s) for use of personal leave to the Dean of Faculty, as much in advance as possible.

6.6 Except as noted in Section 6.7, faculty members who leave employment with the College with at least three (3) years of service shall receive a cash payment equal to 1/2 of his/her unused accumulated sick days, up to a maximum of twenty-three percent (23%) of his/her then current base salary. In the event of death of a faculty member, reimbursement for unused sick leave shall be paid to the faculty member's estate in accordance with this section only.

6.7 Faculty members in good standing with ten (10) or more years of service who resign employment with the College between the ages of 51 and 62 inclusive shall receive a cash payment equal to 100% of his/her unused accumulated sick leave. The payment shall be based upon the salary the faculty member would have received in the next succeeding year had he/she continued employment with the College. The payment shall be payable with the final scheduled pay, provided the requirements of Section 18.3.2. have been met.

ARTICLE VII

LEAVES OF ABSENCE

7.1.1 An approved leave of absence without pay may be granted to a member of the unit who has completed five (5) or more years of service, for a period not to exceed twelve (12) months.

7.1.2 Request for such leave shall be made in writing to the appropriate Dean at least six (6) months prior to the commencement of said leave, except in a situation of extreme emergency. The Dean will forward the request with his recomendation to the President for his consideration and possible recommendation to the Board of Trustees.

7.1.3 The decision of the Board shall be in writing inclusive of reasons and shall be final and binding and not subject to the arbitration procedures of the Agreement.

7.1.4 Approval of leave may be granted for the following reasons:
(1) Pursuit of a degree or post-doctoral work at an institution of higher education.
(2) Recuperation from ill health.
(3) An unusual and/or an unavoidable personal situation.
(4) An authorized research project, grant or fellowship.

7.1.5 All full-time faculty covered by this agreement shall be granted paid time off for four (4) working days immediately following the death of members of the faculty's immediate family or any person or relative domiciled in the residence of the faculty member. The immediate family shall be defined as parents, sibling, spouse, children, foster children, foster parents, parents-in-law, grandparents, step-parents and step-children.

7.2.1 All members of the unit shall be eligible for military leave of absence in accordance with the provisions of the Universal Military Training and Service Act and other legislation relating to employment rights of persons in the military forces of the United States.

7.2.2 All members of the unit who are called to reserve training as a members of any armed force or national guard reserve unit shall be granted leave in accordance with applicable law.

7.2.3 Two (2) weeks notice, made to the appropriate Dean, of intended absence for reserve duty is required, except where such duty involves a military emergency, and the College reserves the right to request and obtain a copy of the official military order.

7.3.1 A pregnant faculty member shall be granted earned sick leave with pay pursuant to Article VI for such period of time that she is physically unable to perform her work prior to the expected date of confinement and after the actual date of birth. Such utilization of sick leave shall be subject to all requirements and conditions for the use of sick leave. During this period of disability due to pregnancy, the employee shall be eligible to receive all benefits associated with temporary disability on the same basis as such eligibility is determined due to any other disability.

7.3.2 A pregnant faculty member may apply for unpaid maternity leave. This request shall be made in writing to the Dean of Academic Affairs at least ninety (90) days prior to the day the leave of absence is to become effective. Maternity leave without pay will be granted to eligible faculty members who have completed six (6) months or more of continuous full time service. Leave shall be up to a maximum of twelve (12) months. Faculty members who present verification of the adoption of a child may request unpaid adoption leave under the conditions of this section.

7.3.3 Any time that a pregnant faculty member's capability to continue working is in question, the Dean can require, and the faculty member shall provide, a statement from the faculty member's attending physician certifying what, in his/her opinion, the expected date of delivery and the individual's physical ability to continue work.

Pregnant faculty members will be permitted to work only as long as their doctor certifies that they are physically able to do so and only as long as they satisfactorily perform their assigned jobs. The College reserves the right to have the faculty member examined by a physician designated by the College. If any differences of medical opinion should arise between the College's physician and the faculty member's physician, the College shall request expert consultation, in which case the Passaic County Medical Society, 642 Broad Street, Clifton, New Jersey 07514, 201-777-2400, shall appoint an impartial third physician, who shall examine the faculty member and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examinations by an impartial third physician under this provision shall be borne by the College.

7.4 Disability leave shall be granted to a disabled faculty member for a reasonable period of time not continuing past the end of the medical disability. The leave time initially granted may be extended upon written request to the appropriate Dean with an accompanying proof of continued disability. Subsequent requests for extension must also be applied for in writing accompanied by a doctor's certificate of continued disability.

7.5 A faculty member who indicates a desire to return to employment before the expiration date of his/her leave shall be reinstated to his/her former position or to a position of like status and pay without loss of benefits or service credit, provided that he/she gives reasonable notice under the circumstances to the Office of the President of the intention and the date of return and, if requested by the College, provides certification from his/her physician to the effect that he/she is physically fit and ready to commence working.

7.6 The Board need not extend an unpaid leave of absence beyond the end of a non-tenured individual faculty member's term of appointment in the year in which the leave is granted unless the individual has been issued a renewal notice.

7.7 Except as provided herein, a faculty member will not accrue benefits during any period of leave nor will he/she continue to accrue seniority. However, there will be no loss of seniority or accrued benefits.

7.8 Jury Duty: A full-time faculty member shall receive full salary for the period of time during which he/she serves as a juror without loss of any other leave time or of any benefits, including seniority rights, minus actual jury duty payment. If a faculty member is eligible to be excused from jury duty service or an excuse can be obtained, the faculty member must apply for such an excuse or cooperate with the College in obtaining such excuse if the College so desires. Failure to cooperate shall result in a forfeiture of the jury duty stipend paid by the College.

7.9 Faculty members granted any kind of leave of absence shall be obligated to notify the College in writing of their intent to return to active employment sixty days prior to the expiration of their leave. Failure to comply with this requirement shall be considered an automatic request for a six (6) month extension of leave of absence.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 The Board and the faculty association agree that there shall be no unlawful discrimination, and that all practices, procedures, and policies of the College shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of faculty members, or in the application or administration of this Agreemnt, on the basis of race, creed, color, national origin, sex, domicile, marital status, age, or political affiliation.

8.2 This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

8.3 If any provisions of this Agreement or any application of this Agreement to any faculty member or group of faculty members is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

In the event of the above circumstances, then either party shall have the right immediately to reopen negotiations with respect to a substitute for the affected provision.

8.4 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. A copy of the Agreement shall be presented to all faculty members now employed, or hereafter employed.

8.5 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board, administrative procedure and practices in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall detract from faculty benefits existing as of the effective date of this Agreement. Benefits not indicated elsewhere are membership in the Alternate Benefits Program (Disability Life Insurance, TIAA-CREF), Blue Cross with Rider J, Blue Shield, and Major Medical Coverage, provided by the Board at no expense to the faculty members.

8.5.1 In addition to the college paid membership in the Alternate Benefits Program referred to in Article 8.5., each faculty member, upon completion of the escrow period, shall have the annual option of voluntarily tax sheltering their individual salary contributions to TIAA/CREF by an amount consistent with Internal Revenue Service Regulations.

8.6 The College shall maintain a family dental plan for all faculty members at no cost to the faculty members. The dental plan shall allow services to be obtained from a dentist of the individual faculty member's choice. Reimbursement for services shall be in accordance with the terms of the plan.

8.7.1 Those faculty who are accepted at an accredited institution of higher education in a degree, certificate, or license program shall be eligible for tuition reimbursement (at a rate not to exceed the graduate tuition per credit then prevailing at Rutgers - The State University) subject to the following conditions:

(1) That the program is reviewed by the Dean of Faculty for its appropriateness and relevance to the faculty member's current activities at the College.

(2) That the program has prior written approval, although such approval shall not be unreasonably withheld. The Dean will forward requests with his recommendation to the President for consideration.

(3) That the reimbursement shall be limited to a maximum of six (6) hours or credits per semester/Summer term and to a total of forty-two (42) hours per program.

8.7.2 When applying, the applicant must submit to the Dean of Faculty the following information:

(1) A complete description of his/her program, including course work and criteria for successful completion.

(2) Official notice that he/she has been accepted into the program. (3) A rationale as to how the program is relevant to his/her current duties at the College.

8.7.3 In all cases reimbursement will be made only upon submission of documentation that a course has been successfully completed with credit granted and paid for.

8.7.4 Courses may be taken at any institution accredited by an appropriate agency.

8.7.5 Faculty members who are receiving educational reimbursement/payment for the program courses that tuition reimbursement is being applied for may receive reimbursement only to the documented extent that tuition costs exceed reimbursement provided up to the limits mentioned above. Benefits received under the G.I Bill shall be excluded from the limitations of this provision.

8.7.6 Faculty members and their children under twenty-five (25) may take courses at P.C.C.C. tuition free.

8.8 Effective August 21, 1987, each faculty member shall be entitled to reimbursement of up to two hundred dollars ($200) per calendar year for deductibles established under the Major Medical plan or Dental plan, or for lost eligible claims under the Major Medical plan or Dental Plan.

8.9 As compensation for rights lost, each faculty member shall, upon achievement of ten (10) years of service, have a corresponding adjustment made to accumulated sick leave.

ARTICLE IX

DURATION OF AGREEMENT

9.1 This Agreement shall be effective as of August 21, 1987, and shall continue in effect until midnight, August 20, 1990.

9.2 This Agreement supersedes the previous contract between the Faculty Association and the Board of Trustees.

9.3 This Agreement represents the sole and only agreement which shall exist between the Board or its designees and the members of the Faculty Association, either singly or as a whole. This provision shall continue in full force for the term of this Agreement.

9.4 Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE X

PERSONNEL FILES

10.1 A faculty member shall have the right upon request, to review the contents of his/her personnel file or other files dealing with performance. A faculty member's Formal Evaluation file shall be part of the Personnel File. Such reviews must take place in the presence of the Dean of Faculty and an officer of the Faculty Association if requested by the faculty member. Obsolete or erroneous material may be destroyed with the mutual consent of the President and the faculty member. Derogatory materials may be reviewed and the faculty member may initial said document(s), only to show that he/she has reviewed the material and not to indicate that he/she has any agreement with the document or its contents. The faculty member shall have the right to submit a written answer to any derogatory information within ten (10) calendar days following the review, and said answer shall be made an item of his/her personnel file.

The following material contained in the personnel file shall not be made available to the faculty member: character and job references from outside sources unless the person making the reference states that the reference may be made available to the faculty member; placement records containing references from outside sources; and transcripts restricted by the sending institution.

10.2 Each personnel file shall contain a dated log listing the materials which are contained in the file, in order of their placement therein. As new materials are placed in the file, they must be listed on the log by date, title or subject matter, and date of entry. Each entry must be initialed by the person making the entry. On or about May of each year, the faculty member shall be provided with a copy of said log.

10.3 Any request from an outside agency or organization about any or all parts of the personnel file shall not be released without prior approval of the individual faculty member.

10.4 Procedure for Insertion of Material in Personnel Files.

10.4.1 The Personnel Officer shall be responsible for the safekeeping of all personnel files and such files shall not be removed by anyone from his safekeeping except with the permission of the President. The individual faculty member may not remove his/her file from the Personnel office under any circumstances.

10.4.2 No document other than those of a confidential nature described under paragraph 10.1 above may be inserted into the faculty member's personnel file without simultaneous notification of the inclusion of such document to the faculty member.

10.4.3 All documents placed in the faculty member's personnel file shall be signed and dated by the individual responsible for having the document placed in the personnel file or by the person responsible for the content of the document. The actual task of placing a document in the file shall be the responsiblity of the Personnel office. All documents sent by anyone at the dean's level or higher to the Personnel office intended for inclusion in the Personnel file will be inserted into the faculty member's personnel file. Before placing documents sent to the Personnel office by anyone of a rank below that of dean in a faculty member's personnel file, the Personnel Officer will receive the approval of the appropriate dean.

10.4.4 The individual faculty member may request a copy of each item which is included in his/her personnel file, except those in paragraph 10.1 above. The Personnel office, upon such request, shall provide the faculty member with such copies at a cost of 10 cents per copy to be paid by the faculty member. The faculty member must pick up such copies in person at the Personnel office and pay for the copies upon request. A receipt will be provided.

ARTICLE XI

GRIEVANCE AND ARBITRATION PROCEDURES

11.1 Purpose

11.1.1 The parties agree that it is in the best interest of the academic community that all grievances should be resolved promptly, fairly, and equitably. To this end, relevant and necessary information, material, and documents concerning any grievance shall be provided by the Faculty Association and the College upon written request to the other.

11.1.2 The following procedures, which may be initiated by a faculty member and/or the Faculty Association acting as his/her representative, shall be the sole and exclusive means of seeking, adjusting and settling grievances.

11.1.3 Whenever any representative of the Faculty Association or any faculty member is mutually scheduled by the parties, during working hours, to particpate in grievance procedures, such employee shall not suffer loss in pay or benefits.

11.2 Definitions

11.2.1 A "grievance" is a claim by a faculty member or the Faculty Association that there has been a breach, misinterpretation, or improper application of the terms of this Agreement, or violation of or improper application of College policies, regulations, procedures, and/or admnistrative decisions affecting a term or condition of employment of a faculty member, or a violation of academic freedom.

11.2.2 A party in interest is the faculty member or persons filing the grievance and any person who might be required to take action as the result of said grievance, or against whom action might be taken in order to resolve the grievance.

11.3 Grievance Procedure

11.3.1 A grievant may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. At the grievant's option, he/she may request the presence of a Faculty Association representative. If the grievant exercises this option, the supervisor may determine that such grievance be moved to the first formal step.

11.3.2 Should an informal discussion not produce a satisfactory settlement, the grievant may, within three (3) work days, move the grievance to the first formal step.

11.4 Formal Steps

11.4.1 Step One

A grievant may initiate his/her grievance in writing and present it formally to his/her Dean, and such Dean or the designee thereof shall meet with the grievant and a representative of the Faculty Association for the purpose of discussing the grievance within ten (10) calendar days of the receipt of the grievance. The decision shall be rendered in writing to the grievant and the Faculty Association representative within five (5) calendar days of the conclusion of the discussion of the grievance.

11.4.2 Step Two

If the grievant is not satisfied with the decision rendered at Step One, he/she may submit his/her grievance to the College President. The President shall hear the grievance, and where appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within seven (7) calendar days of receipt of the grievance, and the decision shall be rendered in writing to the grievant and the Faculty Association representative within seven (7) calendar days of the conclusion of the hearing of the grievance.

11.4.3 Step Three

If the grievant is not satisfied with the disposition of the grievance at Step Two, he/she may appeal to the Board of Trustees on the record. The appeal shall be accompanied by the decisions at the prior steps and any written record that has been made part of the preceding hearings. The Board of Trustees may sustain, modify, or reverse the decision made at Step Two on the record or may, on its own, conduct a hearing concerning the grievance. In the event the Board of Trustees acts upon the written record, the decision shall be rendered in writing to the agggrieved faculty member and the Faculty Association representative within ten (10) calendar days of receipt of the grievance. Should the Board of Trustees act upon the written record without granting a hearing to the grievant, and in the event of a negative recommendation from the Board of Trustees, the aggrieved faculty member may request a hearing before the Board of Trustees, within ten (10) calendar days after receipt of the written decision from the Board of Trustees. In the event a hearing is requested, such hearing shall commence within ten (10) calendar days of receipt of the request, and, where appropriate, witnesses may be heard and pertinent records received. The decision shall be rendered in writing to the aggrieved faculty member and the Association representative within ten (10) calendar days of the hearing

11.4.4 Arbitration Procedure

If the aggrieved faculty member is not satisfied with the disposition of the grievance at Step Three, the Faculty Association, as representative of the grievant, shall file a notice with the Board, within ten (10) days of the receipt of the decision of the Board, requesting submission to arbitration. Within ten (10) calendar days after such written notice, the Board and the Faculty Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or are unable to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association for the selection of an arbitrator.

Such notice of the grievant shall set forth a statement of the issue to be decided and the specific provisions of the Agreement involved.

The arbitrator's decision shall be advisory only. His/her decision shall be limited to the interpretation or application of specific terms of the Agreement. He/she shall have no authority to add to or subtract from or to in any way otherwise modify this Agreement.

The cost of the arbitrator shall be borne by both parties equally.

11.5.1 The decision of the Board of Trustees not to promote or not to reappoint a faculty member shall not be subject to the grievance or arbitration procedures of this Agreement.

11.5.2 The discharge or suspension of faculty members during the term of a one year appointment shall be grievable, and in the event the involved faculty member files a grievance, the burden for proving good cause for the discharge or suspension shall be upon the College.

11.6 Disputes concerning the application or interpretation of the New Jersey tenure laws or dismissals of faculty members protected by such laws shall not be grievable under this Agreement.

11.7 Time Limits

11.7.1 A grievance must be filed at Step One within forty-five (45) calendar days from the date on which the act which is the subject of the grievance occurred or forty-five (45) calendar days from the date on which the individual grievant should reasonably have known of its occurrence.

1.7.2 In the event that the time limitations imposed under steps one and two above, as to discussion, hearing, and decision are not complied with, the grievance shall, upon request, be moved to the next higher step.

11.7.3 Should a grievant be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, he/she may submit his/her grievance to the next step, within seven (7) calendar days to Step Two and within ten (10) calendar days to Step Three.

11.7.4 Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to Step Two or Step Three without a hearing at a lower step.

11.7.5 Where a grievance directly concerns and is shared by more than one grievant, such group grievance may properly be initiated at Step Two if such step is the first level of supervision common to the several grievants.

No adjustments of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the forty-five (45) day period provided in Section 11.7.1 above, except that payroll errors and related matters shall be corrected to date of error.

Time limits for in this Article may be extended by mutual agreement at the level involved.

11.8 Nothing in this Article shall be construed as compelling the Faculty Association to submit a grievance to arbitration.

11.9 No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.

11.10 Grievance records shall not be part of the personnel file utilized in the promotion or retention process unless such grievance records pertain to the matter under consideration.

ARTICLE XII

WORKLOAD

12.1.1 The faculty year shall start on August 21 of one calendar year and end on June 20 of the following year. Within this faculty year, the faculty shall teach the Fall and Spring Semesters of the academic year. Each semester shall not exceed eighteen (18) full or partial work weeks of registration, instruction, academic advisement and examinations.

Scheduled individual faculty participation in regular registration shall be limited to fifteen (15) hours within a four (4) day period. Individual faculty members shall have the option to waive this limitation. Individual faculty participation in early and late registration shall continue to be a professional obligation.

Faculty shall be assigned by a designated representative of the administration and submitted for review to the Executive Committee. The Executive Committee may suggest modifications in writing, but if any are unacceptable, they will not be subject to the grievance procedure. Reasonable suggestions will not be arbitrarily rejected.

12.1.2 The total contractual commitment of the faculty to the College shall be a maximum of thirty-six (36) full or partial work weeks. A work week shall start at 7:00 a.m. on Monday and end at 5:30 p.m. on Saturday of the same calendar week and shall consist of five (5) 7:00 a.m. to 11:00 p.m. Monday through Friday work days and one (1) 7:00 a.m. to 5:30 p.m. Saturday work day.

12.1.3 Should a semester exceed the eighteen (18) work weeks specified in Section 12.1.1, each faculty member employed in that semester shall receive one thirty-sixth (1/36) of his/her then current base salary for each excess full or partial work week, with payment made in the pay period following the end of the semester. Should the thirty-six (36) week (twice the eighteen (18) for each semester) provision of Section 12.1.2 also be exceeded, the excess week payment shall not apply. A faculty member shall be entitled to additional compensation only under 12.1.1 and at no time shall a faculty member be compensated more than once for the same work week.

12.1.4 Should the number of hours assigned to a faculty member exceed the fifteen (15) specified in Section 12.1.1, each faculty member involved shall receive one seven-hundredth (1/700) of his/her annual base salary for each excess hour. Excess hours for a particular academic area shall be scheduled, where possible, to accomodate equitably all requests from qualified faculty members.

12.1.5 Should the fifteen (15) hours be scheduled in a period exceeding the four (4) days specified in Section 12.1.1, each faculty member involved shall receive one per diem for each excess day.

12.1.6 Should registration sessions be scheduled on a Sunday, each faculty member involved shall receive one three-hundred and fiftieth (1/350) of his/her annual base salary for each Sunday scheduled hour. Should a Sunday hour be scheduled for an individual faculty member at his/her rquest or in voluntary agreement with the College, the Sunday hours payment shall not apply. Registration hours on Sunday which are in excess of the contractually required fifteen (15) shall only be compensated for under this Section and shall not be compensated for under Section 12.1.4 of this Agreement.

12.1.7 Payment of the rates in Sections 12.1.4, 12.1.5, and 12.1.6 above shall be made in the pay period following the end of registration.

12.1.8 A full per diem for an individual faculty member shall be equal to one one-hundred and forty-fourth (1/144) of his/her then current base salary.

12.1.9 The Faculty Association recognizes that the College may enter into voluntary arrangements with individual faculty members to depart from the contractually provided registration assignment process without incurring additional liability for payment, except as provided in Section 12.1.3 through 12.1.7 inclusive. Such voluntary arrangements shall not be considered a violation of any other section of this Agreement.

12.2.1 A normal workload for each full-time faculty member for the Fall and Spring semesters will be an average over the academic year of fifteen (15) contact hours per week per semester, for a total of thirty (30) contact hours in the academic year. In order to obtain this average, the College may at its sole discretion assign any combination of hours each semester (for example 18 and 12; 12 and 18; 17 and 13; 13 and 17; 16 and 14; 14 and 16). In addition, there shall be a maximum of eight hundred (800) or twelve hundred (1,200) classroom minutes, as defined in 12.3, of instruction and examinations for each contact hour. All faculty members shall continue to be in attendance at Commencement.

12.2.2 The College will not assign, without the faculty member's consent, more than eighteen (18) contact hours of instruction per week per semester in order to achieve this average (for example, 20 and 10; 10 and 20; 19 and 11; 11 and 19).

12.3 Each lecture contact hour shall not exceed eight hundred (800) classroom minutes per semester. Each non-lecture contact hour shall not exceed twelve hundred (1,200) classroom minutes per semester.

12.4 The College shall be able to schedule a faculty member to no more than one evening or weekend section each semester as part of the faculty member's regular workload. This provision shall not apply to new faculty positions for which the initial notice of appointment stipulates a special weekend, day and/or evening schedule. If a faculty member is assigned involuntarily to more than the above he/she shall be compensated for each additional section at the overload rate.

12.4.1 Faculty members who volunteer to perform work at extension centers sponsored by the College where the work would be outside of the normal 18 week semester being conducted at the College may be permitted to do so. The faculty member and the Association expressly recognize that such work shall not be a violation of the workload, work year provisions of this Agreement. The individual faculty member and the Association waive both for the faculty member involved and all other faculty members any provisions of this Agreement to the contrary which would provide extra payment for the faculty member involved and any other faculty members. The Association will be notified within one (1) week in each case where a faculty member so volunteers and is approved.

12.5 Off campus describes all teaching locations other than those on the Educomplex or those within a one (1) mile radius of the Educomplex. A faculty member who is assigned to teach "off campus" within a fifteen (15) contact hour semester load and is required to travel off campus as described above shall receive the appropriate College reimbursement for mileage, parking and tolls but shall not receive less than fifteen cents ($.15) per mile.

12.5.1 Full time faculty members are required to use their private vehicles, at the convenience of the College, whenever they are engaged in professional research and development.

12.6.1 As part of his normal teaching responsiblity, a full-time faculty member shall be given no more than three (3) catalog number preparations per semester. The assignment of preparations shall rest with the Dean of Faculty. Any dispute as to what constitutes a preparation shall be resolved by the President's Office upon appeal by the faculty member involved.

12.6.2 For each additional preparation in excess of his normal teaching responsibility as defined in 12.6.1 above, the faculty member shall receive compensaion in the amount of two hundred dollars ($200). Faculty members who wish to teach additional preparations without compensation may do so only with the combined approval of the Dean and the Faculty Association.

12.7 Overload shall not be determined and overload compensation shall not be made until after the add/drop period of the Spring semester and only after the faculty member had had a workload in excess of his normal workload as described above. If overload is earned, the faculty member will be compensated in accordance with Article V, on the first payday in April.

12.8 The College shall make every effort to schedule faculty on no more than four (4) days in the six (6) day Monday through Saturday work week. If a faculty member is scheduled for a five (5) or six (6) day week, he/she will be paid for three (3) contact hours at the overload pay rate, with the payment made in the third pay period of the semester. This provision shall not apply in the Spring semester if overload exists.

12.9 If a full-time faculty member is scheduled to teach during the Summer or other non-semester term, and the course runs, he/she shall be paid in accordance with Article V.

12.10 All assignments made under this workload Article will be at the discretion of the Dean of Faculty within a faculty member's area(s) of competence. Area(s) of competence will be stipulated in the appropriate Board action taking into account the faculty member's degree, training, and/or experience.

12.11 The provisions of 12.2.2, 12.4, 12.6.1, and 12.6.2 above shall not apply if a faculty member would thereby be teaching an underload.

ARTICLE XIII

HOURS

13.1 The weekly class schedule shall be arranged so that the average span from the beginning of the first class to the end of the last class for any teaching members shall not exceed eight (8) hours.

13.2 There shall be at least twelve (12) hours between the end of an evening class taught as part of the regular schedule and the beginning of the first class of the next day.

13.3 The above time limits may be modified with the consent of the individual instructor. The College shall notify the Association of all such occasions where such consent is requested and granted within one (1) week of their being granted.

13.4 The provisions of this Article shall not apply in the Spring semester for individual faculty if overload exists.

13.5 The above time restrictions will not apply if underload exists and the individual is assigned so as to be given the normal workload.

Whenever a faculty member is assigned to non-teaching duties in order to make a full load, he/shall be given a letter clearly stating what those duties are and what the time equivalency is to his/her normal teaching time. For each hour of contact time the substitute non-teaching duties shall not exceed two (2) clock hours and shall be between the hours of 9:00 a.m. and 5 p.m.

ARTICLE XIV

OFFICE HOURS

14.1 All faculty members covered by this Agreement shall maintain at least four (4) hours per week for student consultation and advisement and will reserve two (2) additional hours for office appointments. The aforementioned four (4) hours shall be on four (4) separate days in the work week. All hours shall be reasonably scheduled by the faculty member to accommodate students' scheduling and needs. All office hours shall be publicized by the faculty member so that students shall be apprised of said hours.

14.2 The College shall provide office space for each faculty member. Assignment or reassignment of office space shall be by discipline within a specified physical area of the institution at the sole discretion of the College. Where there is more than one faculty member in a discipline sharing office space, selection of individual office space within their assigned area or specific desks within an area shall be by the faculty members according to rank, and if necessary, seniority within rank. Where the assigned office space is in a confined area such space shall be lockable. If the assignment of space is in a large open area which is not feasible to lock in the judgment of the College, then the desk provided will be lockable.

ARTICLE XV

CLASS SIZE

15.1 A faculty member who teaches more than a total of three hundred and fifty (350) students over two semesters shall receive a payment of ten dollars ($10) per student for each student over three hundred and fifty (350).

15.2 Class size shall not be used to force underload.

15.3 Student load shall be measured for the purpose of 15.1 above at the sixth full or partial work week of each semester.

15.4 Faculty members shall be responsible for preparing laboratory materials or setting up laboratory equipment or to see that such is done properly. Nothing herein shall be construed to require lab faculty to actually perform maintenance or cleaning of lab equipment. This shall not be construed, however, to require the employment of laboratory technicians, laboratory assistants or ther supportive staff.

15.5 In the event the College should, in the future, decide to establish new and/or innovative teaching concepts (e.g. mass lectures, etc.) the terms and conditions of employment related thereto shall be subject to renegotiation.

15.6 The following provisions shall apply to all media courses (television, radio, newspaper, etc.) taught.

15.6.1 All courses taught shall be assigned a contact hour formula determined by the College, consistent with the guidelines of the sponsoring organization and Faculty members shall be credited with that contact hour value in determining their contact hour workload.

15.6.2 A faculty member shall receive a one time payment of $100 for orientation and review of a media course the first time a faculty member teaches the course.

15.6.3 A faculty member may not be assigned to teach such a course unless it comports with the provisions of Article 12 of the contract. However, a faculty member may still agree to teach such a course if offered to him by the College and by so doing specifically waives the provisions of Articles 12 and 13 as to conduct of this course only. In addition, if a Faculty member agrees to teach such a course which is outside the perameters of Article 12 and 13, the Faculty Association also agrees to waive any and all of the provisions of those articles as they apply to the individual faculty member or the faculty membership as a whole.

15.6.4 All other provisions of the Agreement pertaining to the teaching/non-teaching obligations as they pertain to a faculty member's individual assignment, workload obligation or other (e.g. consulatation, advisement, office hours, etc.) shall likewise apply to a media course.

15.6.5 The faculty member who agrees to teach such a course agrees to comply with any and all rules established by the College and or sponsoring organizations (e.g. receiving and responding to student phone calls, attending the required number of group meetings with students, at least two exam periods, etc.) even though such rules differ from or exceed any contractual obligations and the Faculty member and Faculty Association hereby waive any penalty or remuneration provisions except overload as set out in Article 12 and class size as set out in Article 15.1 which are established in the Agreement as they pertain to the individual faculty member or the faculty membership as a whole.

ARTICLE XVI

REQUIREMENTS FOR ACADEMIC RANK

16.1 Experience and Length of Service - Teaching Faculty.

16.1.1 Instructor: No previous teaching experience necessary.

16.1.2 Assistant Professor: Minimum of five (5) years of college teaching and/or other relevant teaching experience as determined and certified by the Dean of Faculty and/or five (5) years of other experience relevant to the person's position at the College.

16.1.3 Associate Professor: Minimum of nine (9) years of college teaching and/or other relevant teaching experience as determined and certified by the Dean of Faculty and/or nine (9) years of other experience relevant to the person's position at the College, of which at least three (3) years is community college teaching experience.

16.1.4 Full Professor: Minimum of twelve (12) years of college teaching and/or other relevant teaching experience as determined and certified by the Dean of Faculty and/or twelve (12) years of other experience relevant to the person's position at the College, of which at least five (5) years is community college teaching experience.

16.1.5 Relevant teaching experience, as determined by the Dean of Faculty will be equated as follows:

(1) Three (3) years of non-collegiate grammar school and/or junior high school teaching experience is equivalent to one (1) year of college teaching experience up to a maximum of three (3) years.

Two (2) years of non-collegiate senior high school teaching experience is equivalent to one (1) year of college teaching experience up to a maximum of three (3) years.

16.2 Educational Preparation -- Teaching Faculty.

16.2.1 Instructor: Master's Degree in an appropriate field of study from an accredited institution, or its equivalent. In the event that equivalent preparation is the basis for assignment to the rank of Instructor, the individual's notice of appointment shall state explicitly that either the Master's Degree is waived or that the Master's Degree must be obtained by a specified date.

Equivalent preparation may include:

(a) Advanced study with recognized teachers (e.g., in fine arts).

(b) Practical experience in related non-academic fields.

16.2.2 Assistant Professor: Minimum of a Master's Degree in a related discipline plus fifteen credits of significant and related graduate work earned thereafter from an accredited institution, or a minimum of fifty credits beyond the Bachelor's Degree in a doctoral program which does not grant a Master's Degree. Three additional years beyond the minimum experience in 16.1.2 of relevant work in an appropriate field may be substituted for study beyond a Master's Degree.

16.2.3 Associate Professor: Minimum of a Master's Degree in a related discipline plus thirty hours of significant and related graduate work, or a minimum of sixty-five credits beyond the Bachelor's Degree in a doctoral program which does not grant a Master's Degree. Five additional years beyond the minimum experience in 16.1.3 of relevant work experience in an appropriate field may be substituted for study beyond a Master's Degree. Three years of exceptional classroom teaching and significant service to the College and the community, as recognized by a formal evaluation from the Academic Dean, may be substituted for study beyond a Master's Degree.

16.2.4 Professor: An earned Doctor's Degree, recognized by the Board of Higher Education in the state in which earned and by the appropriate regional accrediting association, in a related discipline. Recognition will not be granted for a Doctor's Degree from an institution listed by the New Jersey Department of Higher Education as unacceptable. Ten additional years beyond the minimum experience in 16.1.4 of relevant work experience in an appropriate field may be substituted for study beyond a Master's Degree. Five years of exceptional classroom teaching and significant service to the College and the community, as recognized by a formal evaluation from the Academic Dean, may be substituted for an earned Doctor's degree.

16.3 Guidelines for Initial Placement in Rank.

16.3.1 The individual who meets the criteria under experience, length of service, and education preparation as set forth in this Article may be placed in the appropriate rank.

16.3.2 The individual, upon hire, will be given a salary either at or in excess of the minimum salary established for his/her particular rank.

16.3.3 The College, at its sole discretion, may waive the minimum criteria under experience, length of service and educational preparation as it deems appropriate.

16.3.4 Although the College with respect to the initial granting of academic rank shall utilize the above as guidelines, all matters and decisions pertaining to the initial granting of academic rank and/or the granting of initial salary are at the sole discretion of the Board, and shall not be subject to review or subject to the grievance procedure of this Agreement providing the salaries indicated in Section 5.4 are used as minimums.

16.3.5 The initial granting of salary and the initial granting of academic rank shall be a matter solely between the incoming faculty member and the College and once salary and rank are set by the Board, it shall be final and binding upon said faculty member for the initial year.

ARTICLE XVII

EVALUATION OF FACULTY

17.1.1 General

Evaluation of faculty shall provide for a systematic and regular review of faculty and shall be used for the purpose of faculty development, improving instruction, and as an aid in determining whether a faculty member shall be retained and/or promoted. Reference in the evaluation may be made to previous existing evaluations and the growth exhibited by the faculty member for his/her length of service at the College. Effective teaching is a most important element but other factors, such as professional growth and development, relevant community service, service within the discipline and/or institution, scholarly achievement, administrative effectiveness, sound academic advisement and relevant contributions to professional organizations will be considered in the evaluation.

17.1.2 The President of the College, in addition to the Dean of Faculty, shall have the right, at his sole discretion, to conduct classroom observations of all faculty members and to forward comments to the Dean for inclusion in the overall evaluation of the faculty member.

17.2 Evaluation of Non-tenured Faculty.

A comprehensive evaluation of all non-tenured faculty shall be conducted each year and shall consist of the following elements:

(1) Class Observation(s) by the Dean of Faculty or his designee.

(2) Class Observation(s) and evaluation by a peer of the faculty member.

(3) Student Evaluation(s).

(4) Self-Evaluation(s).

(5) Dean's Evaluation(s), conference(s) and recommendation(s).

17.3 Dean of Faculty Observation

The Dean of Faculty, or his designee, shall conduct class observation(s). A copy of the observation report shall be given to the faculty member involved and he/she shall have an opportunity to comment upon said report. The faculty member involved shall be notified that said observation will take place within a one (1) month period of the notification. The observation report and the comments shall be part of the evaluation file. No more than three (3) observations in each semester may be required, except if the provisions of 17.12 shall apply.

17.4 Peer Class Observations

17.4.1 A peer is defined as a faculty member, and if possible, one who has two years teaching experience at the College and has previously taught the same or similar course. The peer shall be selected by the tenured faculty for each faculty member being evaluated.

17.4.2 A copy of this observation report shall be given to the faculty member involved who shall have an opportunity to comment upon said report. The observation report and the comments shall be a part of the evaluation file.

17.5 Student Evaluations

17.5.1 Every non-tenured faculty member will be evaluated by his/her students at least once per year. The student evaluation shall be conducted in at least eighty percent (80%) of the sections being taught by the faculty member.

17.5.2 The Office of the Dean of Faculty shall be responsible for distributing and collecting the evaluation forms, and summarizing the results to be forwarded to the faculty member evaluated for his/her comments.

17.5.3 The summary and comments shall be made a part of the evaluation file. The orginal of said evaluations shall be placed in the official personnel file of the faculty member.

17.6 Self-Evaluation

Each non-tenured faculty member may prepare a self-evaluation each year. The self-evaluation will be completed and forwarded to the Dean of Faculty for his comments. The evaluation, with comments, if any, shall be made a part of the evaluation file.

17.7 The lack of or failure to complete the Peer, and Self evaluations will not preclude such faculty member from being evaluated.

17.8 Dean of Faculty Evaluation and Recommendation

The Dean of Faculty or his designee shall prepare each year an independent evaluation for all non-tenured faculty. Copies of this evaluation shall be given to the faculty member and he/she shall be given an opportunity to comment upon same. The evaluation with comments shall be made a part of the evaluation file.

17.9 Review and Comments by the Dean of Faculty

The entire evaluation file, described above, shall be forwarded to the Dean of Faculty. Either the Dean or his designee shall review each file and shall append his comments. The Dean or his designee shall also hold an evaluation conference with the faculty member involved and prepare his recommendation for retention/non-retention of non-tenured faculty which shall also be communicated to the faculty member prior to the President's final recommendtion being forwarded to the Board of Trustees.

17.10 Final action on retention or non-retention, tenure or promotion, rests with the Board of Trustees and the same shall not be subject to review or subject to the grievance and arbitration provisions of this Agreement. For non-tenured faculty, non-renewal notices will be sent each year by April 1 or thirty (30) days after the Board of School Estimate adopts the College's budget, whichever is later.

17.11 Regular Evaluation of Tenured Faculty

At least every three (3) years, but not more than once every two years an evaluation of tenured faculty members shall be conducted. This comprehensive evaluation shall follow the same format of the comprehensive evaluation for non-tenured faculty members.

17.12 General Evaluation Provisions

17.12.1 The provision of this Article shall not preclude more frequent evaluations when deemed necessary by the President or the Dean of Faculty provided that the faculty member has been apprised of the reasons for such.

17.12.2 When a faculty member has a released time assignment, the appropriate administrator will submit an evaluation to the Dean of Faculty concerning the performance of the faculty member in this released time assignment. Where feasilble, such evaluation shall become a part of the comprehensive evaluation and shall be a part of the evaluation file. The faculty member involved shall have an opportunity to comment upon this evaluation and his/her comments shall also become a part of the file.

17.12.3 Classroom observations will be based on observable, instructional acts.

17.12.4 The parties will meet to develop or modify forms for use in the evaluation processes described above.

17.12.5 For purposes of defining the Dean's designee in this Article, said designee shall be defined as anyone designated by the Dean who is not a member of this collective bargaining unit and who has expertise in the given area of specialization of the faculty member to be observed.

17.12.6 The Dean or his designee may, where he/she deems appropriate, include in the faculty member's evaluation any comments he/she may have as to the quality and quantity of the academic advisement provided by the faculty member. The quantitative portion of the evaluation commentary would pertain to whether the faculty member has met his obligation as to the required number of registration advisement hours (12.1.1), office hours and his/her weekly hours of office consultation and advisement (14.1).

ARTICLE XVIII

APPOINTMENTS, REAPPOINTMENTS, AND TENURE

18.1 Full-time teaching faculty members are recommended by the President and appointed by the Board to the instructional staff in the ranks of Instructor, Assistant Professor, Associate Professor, and Professor.

18.2 Each non-tenured member of the negotiating unit shall be considered by the Board for appointment to terms consistent with the academic year as defined by the College.

18.3.1 Notification of the President's recommendation pertaining to reappointment of non-tenured faculty members to another academic year shall be given by April 1 or thirty (30) days after the Board of School Estimate adopts the College Budget, whichever is later.

18.3.2 Where a faculty member decides that he or she will not return for another academic term of employment, an application (Appendix A) will be submitted by April 1 for the succeeding Fall term or October 1 for the succeeding Winter or Spring term. Failure to comply with this requirement will result in forfeiture of the sick leave reimbursement rights of Section 6.7.

18.4 Notification to fifth (5th) year non-tenured faculty of the President's recommendation pertaining to reappointment for a sixth (6th) academic year (which confers tenure) shall be given prior to the December Holiday recess of each year.

18.5 Matters of non-reappointment and termination shall be at the sole discretion of the Board and shall not be subject to the arbitration provisions of this Agreement.

ARTICLE XIX

PROCEDURES FOR PROMOTION

19.1 A written application for promotion to a higher faculty rank with commensurate salary shall be submitted to the Promotion Committee in care of the Dean of Faculty on or before February 1 of a faculty year by any faculty member who deems himself/herself to be eligible for higher rank, in accordance with the minimal requirements as stated in Article XVI.

19.2.1 The Promotion Committee shall consist of the chairperson (an administrator who is either in the Academic Affairs area or who is not a member of any bargaining unit) selected by the Dean of Faculty, one (1) full-time tenured teaching professor, one (1) full-time tenured teaching associate professor and one (1) full-time tenured teaching assistant professor elected annually by the teaching faculty as a whole, and one additional administrator appointed by the Chairperson. One of the above administrators must be from the Academic Affairs area. All members of the Committee shall vote on all applicants.

19.2.2 The committee may offer suggestions as to promotional procedural guidelines and criteria to the Dean of Faculty and to the President. All final decisions, however, rest with the Board of Trusteees upon recommendation by the President and these matters shall not be subject to the grievance and arbitration procedures of this Agreement. Criteria categories for promotion shall include the following:

a. Quality in classroom teaching

b. Evidence of Commitment to the College

c. Contribution to profession

d. Educational Development

e. Community Services to Passaic County Agency

f. Publications

g. Community Services Outside Passaic County

19.2.3 The committee at its discretion may review all documentation contained in the applicant's personnel record. In reaching its decision, the committee may consult with other faculty and administrative officials with respect to the application for promotion. Debate and vote are confidential and the decision made collectively.

19.3 After considering all relevant information, the Committee shall submit its recommendation, with a copy to the applicant, to the Dean of Faculty no later than thirty (30) days following the approval of the College budget by the Board of School Estimate on April 15th of the application year, whichever is later.

19.4 The Dean of Faculty shall consider and review the recommendation and supporting documentation attached to the application, and any other documentation submitted by the Promotion Committee. Within thirty (30) days of receipt of the Promotion Committee's recommendations, the Dean shall submit his written recommendation to the President for his consideration and possible recommendation to the Board of Trustees.

19.5 The decision to withhold promotion shall not be subject to the grievance and arbitration provisions contained in this Agreement.

19.6 Promotions granted will become effective at the beginning of the faculty year which next succeeds the year of the application.

19.7 Effective August 21 of the academic year stipulated in the promotion action, a faculty member who is promoted to a higher rank shall receive the greater of the following calculations:

1. An increase in base salary equal to the difference between the current salary the faculty member is earning and the appropriate minimum for the new rank, or

2. An increase in base salary in accordance with this schedule:

Instructor to Asst. Professor	$1500
Asst. Prof. to Assoc. Professor	$2500
Assoc. Prof. to Professor	$4000

IN WITNESS WHEREOF, the Faculty Association and the Board have caused this Agreement to be signed this 23rd day of June, 1986 by the President of the Faculty Association and the Chairman of the Board of Trustees.

Chairman Board of Trustees	President Faculty Association
College President	
Witness Board of Trustees	Witness Faculty Association

PASSAIC COUNTY COMMUNITY COLLEGE

Faculty Association Agreement

Appendix A

______________________________ (Print Full Name)

____________________ (Date)

Being a faculty member in good standing* and having met the age and length-of-service requirements of Article VI, Section 6.7, I herein notify the College of my intent not to return to active employment for the semester beginning, __________________________.

I herein submit my formal resignation to the College, effective on ____________________ (Date), and request reimbursement for my accrued unused sick leave, in accordance with Article VI, Section 6.7, and Article XVIII, Section 18.3.2. The agreed total reimbursement due is $__________________, as verified by the signatures below.

____
(Signature of Faculty Member)

____
(Date Received by Personnel)

____
(Verification - Personnel Officer)

*For the purposes of this agreement, "good standing" is defined to mean a faculty member for whom disciplinary action of any sort is not pending.

SALEM COMMUNITY COLLEGE

Collective Agreement
by and between the
Faculty Association and
The Board of Trustees

July 1, 1984-June 30, 1987

THIS AGREEMENT is entered into by and between the BOARD OF TRUSTEES OF SALEM COMMUNITY COLLEGE, hereinafter called the "Board," and the SALEM COMMUNITY COLLEGE FACULTY ASSOCIATION, hereinafter called the "Association."

ARTICLE I

RECOGNITION OF THE ASSOCIATION

The Board hereby recognizes the Salem Community College Faculty Association as the exclusive bargaining representative as defined in C. 123, P.L. 1974, for all full-time instructional personnel employed at the College, including:

A. Full-time faculty holding the ranks of instructional chair, instructional aide, lecturer, assistant instructor, instructor, assistant professor, associate professor and professor, including full-time faculty who hold part time administrative appointments at the college.

B. All other persons are excluded from the bargaining unit.

ARTICLE II

NEGOTIATION PROCEDURES

A. The parties agree to enter into collective negotiations during the first week of October 1986 over a successor Agreement to be applicable to the 1987-1988 fiscal year or any such additional years as agreed to. Any Agreement to be negotiated shall be reduced to writing and be submitted for ratification to the Board and the Association. The ratified Agreement shall be formally adopted and signed by both parties.

B. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association all pertinent personnel records, data and information required by law to be made available to the public including the HEGIS Report.

C. Neither the Board nor the Association shall have or exercise control over the selection of the negotiation representatives of the other party and it is mutually pledged that said representatives shall have all necessary authority to make proposals, consider proposals and make counter-proposals during negotiations.

D. The Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate on any such matter whether or not within the knowledge or contemplation of either party at the time this Agreement was negotiated, signed and ratified.

E. The Board agrees not to negotiate with any faculty member individually or with any faculty organization other than the Association for the duration of the Agreement.

F. Upon mutual consent of the parties hereto, a matter of significant impact on the entire College community may be discussed and if, as a result, an amendment is deemed necessary by both parties, such amendment shall be reduced to writing and be submitted for ratification to the Board and the Association and signed by both parties.

G. Should any condition or provision of this Agreement be found to be in contravention of existing or future laws, statutes or regulations, then only that portion of the Agreement which becomes illegal or unenforceable thereby shall become null and void. All other conditions and provisions of the Agreement not specifically or indirectly rendered null and void shall remain in force and effect.

H. Nothing contained herein shall be construed to deny or restrict to any faculty member such rights as he/she may have under New Jersey School laws or other applicable laws and regulations.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF THE BOARD

A. Subject to the provisions of this Agreement and except as expressly provided otherwise by this Agreement, the Board and the President reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to supervise and manage the College and its professional staff, to determine and administer education policy, to operate the College and to direct the professional staff, and otherwise retain all rights, authority and discretion which are exclusively vested in the Board or the President under governing laws and rules and regulations as set forth in the laws of the State of New Jersey and the United States.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

The Association shall enjoy the following privileges in pursuance of its role as teacher's representative:

A. Conduct of Association Business. Duly authorized representatives of the Association employed by the College shall be permitted to transact official Association business on College property when they do not have instructional or office hours or other assigned responsibilities scheduled and provided that such activity does not interfere with the operation of the College.

B. Use of College Property. With the prior approval of the President or his designee, the Association's duly authorized representatives employed by the College may be permitted use of the College facilities and equipment, other than those assigned for their individual use (which shall not require prior approval, but will utilize requisition procedures), at such times and places that will not interfere with, delay or defer any activities or functions of the college. The Association shall not be charged for use of said property, but may be charged the College's cost for supplies consumed.

C. Use of College Mail and Telephone Systems. The Association will be permitted the use of the College communications system, internal mail and internal telephone systems. In all uses of the mail system for Association purposes, the contents must be identified as originating with the Association and must bear the name or signature of an authorized Association representative.

D. Use of Bulletin Boards. The Association will be permitted to post notices on the traditional faculty bulletin boards. All material posted must relate to official business of the Association.

E. Association Liability. The Association will be responsible for payment of all damages to or loss of equipment and facilities which are the fault of the Association.

F. Receipt of Board Policy. The President of the Association shall receive in manual form all Board Policy, and shall receive copies of all new policies as they are adopted by the Board. The aforesaid policies so distributed shall include a policy of nondiscrimination.

G. Receipt of College Calendar. No later than May 1 the President of the Association shall receive from the Administration a complete "college calendar" for the following year, and said calendar may be subject to changes by the Board due to exceptional circumstances.

ARTICLE V

FACULTY ACADEMIC FREEDOMS AND RIGHTS

Instructors' rights shall include the following, in addition to those contained elsewhere herein or in laws of the State of New Jersey.

A. To evaluate the academic progress of his/her students and to assign grades in accordance with the grading system of the college. Symbols other than those used in the College grading system and identified in the official College catalogue may be used only with the approval of the Dean of Academic Affairs.

B. To determine course content, course goals, learning objectives, and the selection of appropriate learning materials and methods of presentation, subject to the recommendation of the Curriculum Review Committee and the approval of the Board.

C. To request any books, magazines, newspapers or other materials to be purchased by the library or the pertinent Department for use in class, subject to budgetary limitations.

D. To receive mail addressed to the individual faculty member unopened by anyone other than the addressee.

E. To instruct without being monitored by an electronic device, unless the instructor so monitored has given his/her permission prior to the monitoring of the class.

F. To have deductions from their paychecks made by the business office of the College for the following reasons:

1. NJEA salary insurance
2. PERS
3. PERS insurance
4. TIAA-CREF
5. The following eligible employee organizations:
    a. Salem Community College Faculty Association;
    b. National Education Association and/or its higher education affiliate;
    c. New Jersey Education Association and/or its higher education affiliate;
    d. Association of New Jersey County College Faculties;
    e. Salem County Teachers Credit Union;
    f. Salem County Educational Association.
6. In accordance with Chapter 477 P.L. 1979 Amending and Supplementing the Employer - Employee Relations Act, the College agrees to withhold from faculty who do not belong to the Salem Community College Faculty Association an amount equal to 85% of the regular membership dues, initiation fees and assessments charged by the Association to its members. In the event that this law is amended, the amount of the representation fee shall be the maximum allowed by law.

G. To have access to their personnel files, according to the following procedures:

1. The personnel file of any member of the faculty shall be opened to him/her for review upon request. Such requests shall be submitted in writing to the Academic Dean not less than five (5) business days before the desired inspection and such examination shall take place within 10 days of such request. When the faculty member is reviewing this file, said Academic Dean or his/her designee shall be present. Confidential references or transcripts shall not be made available to the faculty member.

2. A representative of the Association may, at the faculty member's request, accompany said person while he/she reviews the file.

3. A copy of all internal correspondence, memoranda or other documents relating to the performance, competence, character, service or conduct of a faculty member (except those restricted by the provisions of Par. G-1) must be placed in his/her personnel file and a copy of such documents shall be furnished to the faculty member who will have the right to respond to such document and to have such response become part of his/her personnel file.

4. No document may be removed from a personnel file without notification being furnished the faculty member. Any document not needed in the file shall be sent to the faculty member to whom the file pertains.

H. The College shall provide for the use of all faculty members a faculty room with clerical support and telephone with a separate outside line for the exclusive use of the faculty. The basic charge for the telephone will be paid by the College, the Faculty Association paying all toll charges. The clerical support to be supplied to the faculty shall consist of typing, phone messages, etc. for College work.

I. Supplies. The College agrees that, consistent with its educational philosophy and budgetary constraints, all necessary budgeted teaching supplies and materials shall be provided to faculty.

J. Attendance at College-Wide Functions.

1. Faculty shall not be required to attend more than two (2) College-wide functions (excluding faculty meetings and graduation) per year.

2. Faculty shall be given at least a week's notice of academic events (faculty meeting, colloquia, etc.) which they are required to attend.

3. Faculty members attending those functions for which academic attire (cap and gown) is required shall have said attire provided for at no cost to the faculty.

K. Freedom from Restraint. With respect to a faculty member's personal grievances, he/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting any complaint or grievance. He/she shall have the right to present his/her own appeal or designate representatives of the Salem Community College Faculty Association or another person of his/her own choosing to appear with him/her or for him/her at any step in an appeal.

ARTICLE VI

FACULTY RESPONSIBILITIES AND TERMS AND CONDITIONS OF EMPLOYMENT

A. Appointment. Faculty members shall be appointed by the Board upon the recommendation of the President or his designee for a period of ten (10) months. Required presence on campus shall commence not prior to September 1 and shall terminate no later than one week from the end of the spring semester for the term of this Agreement. The first half of the winter interim period (from the end of fall semester to the start of spring semester classes) shall be reserved for independent individual faculty preparation time.

1. Agreement Content. The official contract shall include:

   a. Dates for which appointment is effective (contract period)
   b. Salary
   c. Academic Rank
   d. Academic cluster to which faculty member is assigned
   e. Accumulated unused sick days

B. Termination. The Agreement period shall be from the first day of July in the year when the agreement is executed, to the thirtieth day of the following June. In the event the College terminates an Association member without cause, the Association member shall be entitled as damages for said breach of the Agreement, pay for the remainder of the contract period at the rate which the member was then being paid; in the event that the Association member leaves the employ of the College without cause during the term of his/her Agreement with the College, he/she shall be liable for damages to the College for said breach of his/her agreement with the College. This Agreement shall be admissible as evidence of said damages in any court of competent jurisdiction.

C. Reappointment. Non-tenured faculty who are reappointed by the College shall be issued a contract not later than May 15 of the year prior to reappointment, provided that the master agreement has been negotiated, reduced to writing, and ratified by both parties. In the event that such a master agreement has not been concluded, individual contracts shall be issued within fifteen (15) calendar days following ratification of the master agreement. In the event that such a faculty member in the first or second year of service to the College is not reappointed, the faculty member shall receive written notice of such non-appointment by March 15 of the academic year prior to that which is the subject of the reappointment. Faculty members with more than two years of service to the College shall receive written notice of such non-reappointment by January 15 of the academic year prior to that which is the subject of the reappointment. Delivery of such notices shall be by certified mail to the faculty member's home address of record.

D. Appointments for less than a term or part time. In the event that it becomes necessary to hire a full-time instructor for less than a ten-month term, he/she shall be paid on a pro-rated basis for his/her period of employment. No adjunct or part-time instructor shall be assigned a full teaching load.

E. Each faculty member is responsible for being present at his/her designated teaching station at scheduled times.

F. In-load shall be defined as follows:

1. Faculty who are assigned to teach at least 50% of their in-load time in lecture-based accounting, business, English, humanities, social science, mathematics, or computer science courses shall be assigned no more than fifteen (15) contact hours per week during each of the six sixteen-week academic semesters in the school years covered by this Agreement.
2. Faculty who are assigned to teach at least 50% of their in-load time in lab-based technology, secretarial science, science, or educational development courses shall be assigned no more than eighteen (18) contact hours per week during each of the six sixteen-week academic semesters in the school years covered by this Contract.
3. Faculty who are assigned to teach at least 50% of their in-load time in health science courses shall be assigned no more than twenty-one (21) contact hours per week during each of the six sixteen-week academic semesters in the school years covered by this Agreement. In the clinical area, faculty may be assigned an eight-hour work day with one-half hour assigned for lunch. In addition, faculty shall remain immediately available during the one-half hour lunch.

G. Instructional aides are defined as faculty who are responsible for aiding and supporting the instruction of students at the direction of faculty members who have the full responsibility for instructing and evaluating the class. Instructional aides shall have all faculty rights except that the following instructional workweek shall apply:

1. Instructional aides shall be assigned a thirty-five hour work week.
2. Instructional aides shall be assigned no more than four consecutive work hours.
3. The rank of instructional aide shall be a non-tenure track rank, renewable annually.

H. The rank of lecturer shall be a non-tenure track, one (1) year nonrenewable appointment if the faculty member is assigned to teach primarily degree credit courses (courses coded "100" and above). The rank of lecturer shall be a non-tenure track, annually renewable appointment if the faculty member is assigned to teach non-degree credit courses (courses coded below "100").

I. Instructional Chairs.

1. The College agrees to limit the number of instructional chairs to two (2) during the term of this Agreement. Separate from the Glass Technology Chair, the College agrees not to establish chairs in any area covered by a full-time faculty member at the commencement of this Agreement.

2. The instructional chairs will work academic years during the term of this agreement from September 1 to June 15. They will be scheduled for 30 contact hours per week. These in-load hours will include scheduled instructional periods, course and program development, program recruiting activities, and office hours and shall not be limited by faculty in-load schedule restrictions (Paragraph "K" and "L" below).

3. Instructional chairs shall not be tenure track positions nor will multiple year contracts be issued to persons holding such designations.

4. During the term of this Agreement no person holding an instructional chair shall receive a salary increase exceeding the highest salary increment awarded to any individual faculty holding the rank of lecturer, assistant instructor, instructor, assistant professor, associate professor, or full professor.

5. All faculty benefits not excluded herein shall be applied to instructional chairs.

J. Visiting Scholar/Researcher. Visiting Scholar/researcher, whose compensation is completely financed by an external source, shall be excluded from the bargaining unit and these contractual procedures, provided the individual(s) served no longer than a total of four (4) years. The course assignment(s) shall not substantively be the same as courses that had been taught up to and including the 1983-84 academic year.

K. Instructional Work Week. The official instructional day is 8:00 a.m. to 10:00 p.m., except nursing clinic which shall be 7:30 a.m. to 11 p.m. Full-time faculty may receive assignments during this period. When the faculty member's in-load includes an evening teaching assignment (defined as one after 5:00 p.m.), no teaching assignment shall be required on the next day until at least twelve (12) hours after the end of the evening teaching assignment. The College agrees that faculty work assignments off-campus will be voluntary, not mandatory, with the exception included in K-1.

1. The parties agree that the College may assign faculty to off-campus courses in the event that the faculty member's in-load cannot be filled with on-campus courses. In such cases, faculty members will be compensated as follows:

    a. Mileage to be determined according to Article VII, F. of this Agreement.

    b. Off-campus in-load assignments payment shall be paid in accordance with the following formula:

    0 through 15 miles from SCC (one way)...$ 50 per semester
    16 through 30 miles from SCC (one way)...$100 per semester

    Payment shall be made in two equal installments, the first in the middle of the semester and the second at the end of the semester.

    c. In addition, faculty to be assigned to such off-campus duty will not be required to report to the main campus before two (2) hours after the end of the off-campus assignment (including lunch or dinner hour). Also, faculty teaching on-campus shall not be required to report to the off-campus duty before two (2) hours from the end of his/her on-campus assignment (including lunch or dinner hour).

L. Work Assignments. Every effort will be made to ensure that:

1. The regular individual workday falls within an eight (8) hour period and that the regular assignments of faculty are fulfilled with a five (5) day week;

2. There be no more than four (4) hours between the end of one class and the beginning of the next class;

3. When the faculty member's schedule includes classes both before noon and after noon, at least one (1) hour between 11 a.m. and 2:00 p.m. be unassigned unless the faculty member agrees to the contrary;

4. The individual schedule not include more than two (2) nights per week. If more than two (2) nights of in-load must be assigned, then a weekday will be free of College responsibilities.

5. No faculty member teach more than three (3) consecutive courses;

6. When the faculty member's schedule includes classes between 4 p.m. and 7 p.m., at least one (1) hour between 4 p.m. and 7 p.m. be unassigned unless the instructor agrees to the contrary.

M. Office Hours. Faculty members shall select and keep three (3) office hours per week during each semester. During the time periods preceding and/or following each semester, three (3) office hours per week may be integrated into the general faculty schedule consistent with faculty on-campus dates. Said office hours shall be spread over at least two (2) days.

N. Each faculty member shall receive his/her teaching schedule by June 1 for the succeeding fall semester, and by December 15 for the succeeding spring semester.

O. College work assignments in lieu of in-load course work.

1. A faculty member who is under contract to the College, but whose teaching schedule cannot be filled to at least 80% of in-load (Article VI, F) due to lack of enrollment in the courses which the faculty member is qualified to teach may be reassigned to responsibilities other than the responsibilities described in the Collective Agreement.

2. Such reassignment may be considered when: the faculty members special expertise is deemed needed by the President, adequate financial resources exist, such other responsibilities cannot be more appropriately completed by present staff not currently covered by the Faculty Association Collective Agreement.

3. Such reassignment shall be mutually agreeable to the faculty member and the President.

4. Such reassignment shall last for a period of time not to exceed two years.

5. A reassigned faculty member shall maintain faculty status in all respects, and the temporary reassignment shall not be considered as an interruption of the faculty member's full-time service to the College. The compensation, benefits, and appointment period shall remain as designated in this Collective Agreement; however, the individual work week may be determined by the requisites of the reassigned responsibilities. Such work week shall fall within the faculty member's annual appointment as detailed in the faculty contract; however, the individual would follow the standard administrator's work calendar for this period.

6. The maximum number of hours per week that shall be devoted to reassigned responsibilities shall be calculated by subtracting the number of assigned teaching hours from the maximum load appropriate to the faculty member's academic cluster and then by multiplying the remainder of hours by a factor of 2.5 if the faculty member's in-load teaching assignment would normally have been 15 hours per week, or by a factor of 1.94 if the faculty member's in-load teaching assignment would normally have been 18 hours per week, or by

1.66 if the faculty member's in-load assignment would normally have been 21 hours per week.

7. A reassigned faculty member shall be supervised by the President or the President's designee except that the instructional responsibilities shall be evaluated as described in the Collective Agreement.

8. A faculty member who accepts such reassigned responsibilities shall receive a memorandum of confirmation from the President of the College describing the reassigned responsibilities.

9. This Contract between the Board and Faculty Association shall not be construed to deny or restrict to any faculty member such rights as he/she may have under New Jersey School laws or other applicable laws and regulations.

10. Nothing in this provision shall be construed to indicate that the College accepts a mandating obligation to find work reassignments for faculty members whose teaching areas do not contain sufficient enrollments to compose a maximum teaching load.

ARTICLE VII

SALARY AND BENEFITS AND ACADEMIC WORK

A. Initial Salary and Rank. In the employment of faculty members, the President will recommend the starting salary and the academic rank to be assigned, based on the Appendix "B" and the best judgment of the administrative staff.

B. Criteria for Academic Rank (See Appendix B).

C. Salary Schedule (See Appendix A).

D. First Right of Refusal (see Article VII, paragraph T).

E. Payment for Overload and Interim and Summer Teaching. All compensation mentioned in paragraph E (1 through 7) shall be calculated according to the fiscal year rate in which the assignment begins. A faculty member who teaches beyond the in-load or who teaches summer or interim courses for the college shall be compensated in the following manner:

1. If the faculty member opts to teach an overload course (a course in addition to his/her regular teaching load), or a summer or interim course, the compensation shall be at a rate of three hundred eleven dollars and sixty-six cents ($311.66) per credit for FY 1985 and three hundred forty two dollars and sixty-six cents ($342.66) for FY 1986.

2. If the faculty member opts to teach overassigned hours (i.e. hours in addition to in-load but which do not comprise an

entire overload course) the compensation rate shall be nineteen dollars ($19.00) per hour per credit for FY 1985 and twenty two dollars ($22.00) for FY 1986.

3. If a faculty member accepts an Independent study, practicum, cooperative education and/or internship in addition to the in-load assignment, the compensation rate shall be thirty dollars ($30.00) per credit per student for FY 1985 and thirty two dollars ($32.00) per credit per student for FY 1986.

4. Faculty teaching overload, interim or summer courses in the clinical setting shall be compensated at the rate of ninety dollars ($90) per eight-hour day. Said overload payment may be pro-rated at an hourly rate if less than an eight-hour day is assigned.

5. Overload courses taught primarily by means of computer assisted instruction or by cable television shall be compensated at the overload rate described in Article VII, E-1, provided that there are at least forty-three students enrolled. If there are less than forty-three students enrolled, compensation shall be at the rate of twenty dollars ($20) per student. If enrollment exceeds fifty students per course, compensation shall be at the rate of twenty dollars ($20) per student for each student in excess of a class of fifty.

6. In the event that a faculty member is assigned a group cooperative education responsibility as part of in-load, such responsibility shall replace in-load assignment on the basis of one course credit equal to one hour of faculty load. If such responsibility is offered in addition to in-load, the faculty member shall be compensated on the basis of either Paragraph E-1 or E-3 above. The faculty member's responsibility shall be to assist with the establishment of work schedule and to evaluate student performance by observation of student work and by interaction with the student and the on-site job supervisor.

7. Instructional aides who work beyond in-load (35 hours per week) or who work interim or summer assignments shall be compensated at rate of nine dollars ($9.00) per hour for FY 1985 and nine dollars and fifty cents ($9.50) per hour for FY 1986.

F. Automobile Mileage. Automobile mileage will be paid at the rate of eighteen cents ($.18) per mile to members of the Association on the following basis: actual mileage to and from assignments to points not the member's full-time teaching location minus the actual mileage to and from the member's home to the point of full-time teaching.

Mileage to locations for nursing clinical instruction shall be fixed as follows (round trip):

College to Salem Hospital = 17 miles
College to Elmer Hospital = 44 miles
College to Underwood Hospital = 46 miles
College to Lakeland Hospital = 88 miles
College to Ancora Hospital = 108 miles

G. New Course Development. Whenever the College decides to offer a course not previously offered by the College, or to extensively modify a course which has been previously offered, the concept of a new course development shall apply. In both the case of a course not previously offered, and the case of an extensively modified course, a new course shall be understood to mean a course which requires the development of a new syllabus, the development or selection of new learning materials, the development of new performance objectives, the development of appropriate new evaluation instruments, or the development or selection of other materials associated with teaching a course. New course development shall not apply to the revision or updating of a course already in existence at the College except in the case of an extensively modified course which meets the criteria for a "new course" as specified herein.

If a faculty member is assigned to develop a new course, compensation shall be in accordance with the specifics stated hereinafter in this Agreement and the following conditions shall apply:

1. The College may assign new course development to a faculty member providing that the in-load restrictions, as defined in Article VI, F, above are not exceeded. In this case the new course development will count toward the in-load and will replace an equivalent number of credits in the in-load.
2. In the event that a faculty member who is teaching an in-load accepts the College's offer to pursue new course development as overload, the faculty member shall be compensated in accordance with Article VII, E-1. The number of credits assigned to the proposed course shall be the same as the number of credits used to calculate the overload payment.
3. In the event that a faculty member is assigned new course development during the period of time between semesters, or during the period of time following spring semester but before the contract ending date, it is agreed that the length of time allotted to the faculty member for the course development, and that payment due to the faculty member for the course development will be mutually agreeable to the faculty member and to the College and that any such agreement will be presented to the faculty member in written form.

H. It is agreed that faculty will not teach more than two (2) overload courses at the College during each of the sixteen-week academic semesters.

I. It is agreed that any faculty member engaged in teaching in an instructional activity exclusive of regular load responsibility will be issued a memo of confirmation specifying the nature of said work, the number of hours (when applicable), the beginning and ending dates of said employment, and the rate of compensation for said employment. Said memo shall be issued to the faculty member within five (5) days of the close of the drop/add period. Payment for the employment shall be made in two equal installments, the first in the middle of the employment and the second at the end of the employment. No instructional activity described herein shall be cancelled after the start of the 2nd scheduled meeting. In the event a class is cancelled after the first scheduled meeting, faculty shall be compensated for that meeting on a pro-rated basis.

J. Non-Instructional Work. Faculty who work for the College exclusive of in-load responsibilities, overload, summer or interim teaching shall be compensated at a rate mutually agreeable to the faculty member and the College. All such agreements shall be presented to the faculty member in writing prior to the start of the work and shall include a description of the work, rate of compensation, and the payment dates.

K. Leaves and Absences.

1. Sabbatical Leaves. Sabbatical leaves for study and research may be granted subject to available funds by the Board on recommendation by the President to faculty members who have completed seven (7) years of service at the College. Such sabbatical leaves shall be in recognition of significant service and for the purpose of further study which will contribute to the professional effectiveness of faculty and the value of their subsequent services to the College. Faculty members who are granted sabbatical leave are expected to return to their duties at the College for at least one (1) year. If they do not return to the service of the College, the entire compensation for the sabbatical leave period must be returned to the College.

   A sabbatical leave may be granted for a period not to exceed an entire annual contractual period, during which time the faculty member shall receive one-half of his/her regular salary. A faculty member on sabbatical leave shall not render service for compensation in another institution or enterprise, provided, however, that this does not preclude the acceptance of a fellowship or other assistance in research, but in each case the source of additional funds and the fact that their use materially aids the planned research program of the recipient shall be fully set forth in the request for sabbatical leave. Such leave of absence is not to be considered a breach of contract or employment, and a person on leave shall be returned to the same or a similar position which he/she held and at the same salary which he/she would have attained had the leave not been taken. The period of such leave shall count as regular service for purpose of retirement, and contributions to the retirement fund shall, therefore, continue.

   Application for sabbatical leaves shall be made in writing and addressed to the President by January, preceding the College year within which the leave is desired. The application must be accompanied by a statement of a well-considered plan. Upon returning to the College after sabbatical leave, a full report regarding the use of the sabbatical leave shall be presented to the President for transmission to the Board. In the event the sabbatical has not been used according to the submitted plan, the Board may require reimbursement of pay received during the sabbatical period.

2. Short-Term Leave. Faculty may be granted a leave of absence exclusive of a sabbatical leave provided that:

   a. The request is made to the President of the College in writing eight (8) weeks in advance of the forthcoming regular in-load assignment.

   b. The request shall state the purpose and duration of the leave.

   c. The request shall state expected compensation, if any, for the duration of the leave.

   d. The period of such leave shall count as regular service and shall not be considered a breach of contract, and therefore all faculty benefits and accrual of service shall apply except for mutually agreeable compensation as indicated in VII, K, 2-c above.

3. Exchange Teaching Leave. A paid leave of absence for one academic year may be granted to a faculty member upon approval of the Board for the purpose of participating in an exchange program in other states, territories or countries or a cultural program related to his/her academic discipline when such program includes the provision of an acceptable teacher to replace the one on exchange leave. All regular benefits and accural of service credit shall continue in effect during the period of absence. Upon return from leave, the faculty shall be placed at the same salary which he/she would have attained had the leave not been taken. All other provisions of the long-term leave of absence procedures contained in VII, K-1 shall apply equally and universally to an exchange teaching leave.

4. Military Leave. Military leave without pay shall be granted to any faculty member who shall be inducted or enlists for one enlistment period in any branch of the Armed forces of the United States. Leave shall be granted without pay to enable a faculty member to fulfill Reserve or National Guard commitments.

5. Jury Duty. Regular full-time instructional personnel who are summoned and report for jury duty or are subpoenaed and report as witnesses in any judicial hearing shall receive a

leave of absence unless excused by the court. They shall be paid the difference in pay between their jury duty allowance and their normal pay for the period involved.

6. Bereavement. Leave not to exceed five (5) days will be allowed for each death in the family. Family shall mean: father, mother, siblings, wife, husband, children, stepchildren, grandchildren, grandparents or members of the family living with the faculty member. In the event of the death of a member of the family other than those previously listed, a faculty member will be entitled to one (1) full day to attend the funeral.

7. Legal/Personal Business. Absence with pay not to exceed three (3) days for the contract year shall be granted to faculty who find it necessary to be absent for personal reasons.

8. Sick Leave. Whenever any faculty member is compelled to be absent from duty due to his/her own illness or injury, he/she shall be allowed full compensation for a maximum of ten (10) work days.

   a. Ten days of sick leave shall be awarded at the beginning of each academic year.
   b. A faculty member who leaves the College's service prior to completing an annual contract shall have the sick days pro-rated at a rate of one (1) per month for each month of service completed, and in the event that a faculty member has overdrawn allowable sick leave, the overdrawn sick days shall be equated to a per diem rate (annual salary divided by 180 days).

   c. A faculty member shall be charged a sick day if the faculty member fails to personally report to campus for at least a portion of his/her in-load or over-load teaching responsibilities.

   d. Unused sick leave will be accumulative with each successive year of employment at the College.

   e. Faculty shall report absences in accordance with the appropriate administrative procedure.

   f. If a faculty member declares a sick, personal, or bereavement day on a scheduled clinical overload day, or portion thereof, then the scheduled compensation for the overload would be decreased on an hourly basis unless said faculty member performs the missed clincial overload time at the end of the term.

   g. In the event that it becomes necessary to substitute for a faculty member who is absent from an overload, interim, or summer course, the College has the option of pro-rating a reduction of the compensation for said course consistent with the length of the absence.

L. Graduate Course Tuition and Professional Development Reimbursement. The first request in a fiscal year for reimbursement shall indicate a choice of the plan described in either Par. 1 or Par. 2 below, for the remainder of the fiscal year. The Board shall provide reimbursement as follows:

1. Up to a maximum of four hundred-fifty ($450) per year for satisfactory completion of appropriate, priorly approved graduate study. A final satisfactory grade shall be presented to the Academic Dean between July 1 and the following June 30 for reimbursement to be charged to that year. The last regularly scheduled class meeting shall determine in which fiscal year the reimbursement shall be charged. Sustaining, thesis, or dissertation fees shall be reimbursed for no more than two (2) years for any one degree.

2. Up to a maximum of one hundred-fifty dollars ($150) per year providing the faculty member presents evidence (receipt and/or cancelled check) of having paid twenty-five percent (25%) of the costs entailed by attendance at conferences, workshops, or other activities which aid professional development in the faculty member's instructional area or pedagogical skills. In the case where a faculty member chooses to arrange his/her own transportation, seventy-five percent (75%) of the transportation costs shall be charged to the aforementioned one hundred-fifty dollars ($150) and reimbursed to the faculty member. Evidence of the faculty member's cost of traveling by public transportation if applicable shall be presented with the reimbursement request. In the event the faculty member uses a privately owned vehicle, evidence of expenses shall not be required, and mileage reimbursement shall be calculated at the rate of eighteen cents ($.18) per mile. Faculty shall not be charged for use of College vehicles. A year shall mean July 1 through the following June 30. The College reserves the right, pending the availability of funds, to completely absorb the costs of sending selected faculty to selected conferences, workshops, etc. to represent the College when it is administratively deemed appropriate.

3. The faculty member shall limit absences for professional development to a maximum of one week's contact time for any single course; however, a longer absence may be granted for professional development activities if the faculty member has the opportunity to present a paper, workshop, or seminar to a recognized organization of peers.

M. Tenure. The College shall comply with the laws of the State of New Jersey with respect to Tenure, as set out in N.J.S.A. 18A.

N. Workman's Compensation. The College shall maintain Workman's Compensation insurance coverage for faculty members in accordance with the provisions of N.J.S.A. 34.

O. Pension. In accordance with state law, the College will make appropriate contributions to either TIAA-CREF or PERS.

P. Hospitalization. Upon initial employment, the Board will assume the cost of family coverage Blue Cross, Blue Shield, Rider J., and Major Medical insurance for all full-time instructors.

Q. Prescription Plan. The College shall maintain a group prescription plan, comparable to the one in effect during the 1981-1982 year, for all full-time faculty.

R. The College shall continue the traditional practice of paying salaries over twelve months upon request of faculty members. This service shall be provided at no cost to the faculty members.

S. All faculty reimbursements shall be paid to the faculty at the regularly schedule pay day nearest to eight weeks after the faculty member has submitted the request.

T. First Right of Refusal. The College shall grant first refusal rights to full-time faculty for overload, interim, and summer credit-bearing courses, and for instructional activities which carry College credit except as noted below in paragraph T-3:

1. The administration shall notify faculty in writing of available courses and instructional activities.

2. Faculty shall respond in writing as to which courses they desire to teach within three (3) weeks of receipt of the final master schedule for the upcoming term. However, in the case of Fall semester offerings, faculty shall have until June 15 of the preceding academic year to provide notification.

3. Faculty shall not exercise first right of refusal in cases where overload courses are scheduled in the daytime (before 5:00 p.m.) in a consecutive sequence of three (3) courses (with a maximum of one class period unassigned within the sequence) unless the faculty member chooses the first or third course, or unless the entire sequence is chosen as overload by qualified full-time faculty.

4. In the event that a conflict in courses chosen, or a shortage of available courses, qualified faculty within an academic cluster may mutually agree as to which members will teach which courses within that cluster and the College shall implement such request.

5. Academic clusters are business, health and human services, humanities, math/computer science, secretarial science, social science, science, and technology.

6. In the event that a conflict in faculty request is not resolved by mutual agreement as described in paragraph T., item 3. above, the qualified faculty members assigned to a cluster shall choose one course each on the basis of years of full-time faculty seniority at SCC until all courses have been chosen.

7. These procedures described in paragraph T, items 1. through 5., shall apply even in the event that there are late alterations in the list of available courses, except that notifications may be made in person instead of in writing.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Grievance Definition. A grievance is any dispute or claim by a faculty member of the Association alleging violation or misapplication of this Agreement, or by the Board that there is a dispute involving the application, meaning or interpretation of the Agreement. Excluded from this definition is any alleged understanding, practice, or other matter outside the Agreement.

B. Grievance Procedure.

1. Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level. The employee shall clearly identify the issue as a grievance.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the faculty member within five (5) College days, he shall set forth his complaint in writing to the appropriate Dean. The Dean shall communicate his/her decision to the faculty member in writing within five (5) College days of receipt of the written complaint from the faculty member.

3. If the decision is not satisfactory to the grievant, the matter may be referred to the Professional Rights and Responsibilities Committee of the Faculty Association for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed ten (10) College days, notifying the employee in writing of that determination.

4. The faculty member may appeal the decision of the Dean to the President. The appeal to the President must set forth the grounds upon which the grievance is based. The President shall request a report on the grievance from the appropriate Dean of the grievant, shall confer with the concerned parties and, upon request, with the faculty member or Dean

separately. He will attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) College days. The President shall communicate the decision in writing, along with supporting reasons, to the faculty member and the appropriate Dean.

5. In the event that a grievance is not resolved satisfactorily to the grievant by the President in the foregoing steps, the grievant may appeal the dispute within ten (10) College days to binding arbitration.

C. Binding Arbitration.

1. In the event that a grievance cannot be satisfactorily settled in the foregoing steps, either the College or the Faculty Association may appeal the dispute within ten (10) College days to binding arbitration.

2. The aggrieved party shall propose, in writing, a statement of the issue(s) involved, and the parties shall attempt in good faith to agree upon a joint stipulation of the issue. Absent such agreement, each party shall submit to the arbitrator its own statement of the issue.

3. The arbitrator shall conduct a hearing at a mutually satisfactorily time and place but not later than thirty (30) days after filing for arbitration.

4. The decision of the arbitrator shall be rendered witin twenty (20) days of the hearing and shall be final and binding for the duration of the contract on the college, the Faculty Association, and the employee or employees involved, subject to the limitations specified in the Agreement.

5. Arbitration awards or grievance settlements will not be made retroactive beyond the date of occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed at Step Two.

6. The arbitrator's function is to interpret the provisions of the Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge or alter the scope or meaning of the Agreement or any provisions therein, nor entertain jurisdiction of any subject matter not covered by the Agreement. If, in the arbitrator's opinion, he has no power to rule on the issue submitted, the arbitrator shall refer the issue back to the parties without decision.

7. The expense of arbitration of any grievance supported by the Faculty Association shall be shared equally by the College and the Faculty Association. If the Faculty Association has

found that the grievance does not have merit, then the individual grievant must pay the Faculty Association's share of the cost of arbitration, as well as the Board's.

8. A standing panel of three arbitrators, all of whom must be members of the American Arbitration Association, shall be mutually chosen by the Board of Trustees and the Faculty Association.

ARTICLE IX

EVALUATION AND PROMOTION POLICY AND PROCEDURES

A. Purpose of Evaluation. The following purposes are established for the evaluation of instructional personnel.

1. To provide each faculty member with acknowledgement of effective instructional behaviors and techniques.
2. To provide each faculty member with specific suggestions for improving techniques.
3. To determine the extent to which the faculty member by his/her performance in the three areas of evaluation is contributing to the College's achieving its stated objectives.
4. To determine status of future employment.
5. To be the basis for promotion in rank.

B. Promotion to a Higher Rank. A faculty member may apply for a promotion to the next higher rank after completing the required years in rank at Salem Community College as specified below, or during the year which may complete the required years and provided that he/she meets the requirements of Appendix B.

RANK	YEARS
Assistant Instructor	None
Instructor	Three (3) years in rank at SCC
Assistant Professor	Five (5) years in rank at SCC
Associate Professor	Five (5) years in rank at SCC

The required schedule for the promotion procedure is:

By October 15	Faculty member submits a request for promotion to his immediate supervisor. The request shall consist of a brief profile of the faculty member's performance, with references to supporting information in the personnel file.

By November 10	Supervisor submits recommendations to the Dean with a copy to the faculty member.
By November 30	The faculty member, if in disagreement with the supervisor's recommendation, submits a response to the Dean.
By January 10	The Dean submits his/her recommendation to the President of the College and to the faculty member.
By January 20	If in disagreement with the Dean's recommendation, the faculty member notifies the President of the College and the President of the Faculty Association, in writing, of the desire to appeal the recommendation.

Within five (5) college days Appeals Committee is convened.

By March 1	Appeals Committee submits a report of its recommendations to the faculty member, and to the President of the College.
By March 15	The President notifies the faculty member of his decision.

C. Promotion and Evaluation Appeals Procedure.

1. By October 1 of each year a three-member Appeals Committee shall be formed consisting of one member chosen by the Faculty Association, one member chosen by the Academic Dean, and one member mutually chosen, all members to be selected from the Academic Division. This committee shall conduct all promotion and evaluation appeals during that academic year. Should an appeal be submitted by a member of the committee, that member shall resign and a new member shall be selected by the appropriate constituency.

2. The faculty member making the appeal shall notify in writing the Academic Dean and the Faculty Association President and shall designate which portion(s) of the evaluation or promotion request denial is being appealed.

3. The Appeals Committee shall convene within ten (10) days of notification and shall:

   a. Examine the appropriate portions of the evaluation or promotion denial.

   b. Examine evidence submitted to it by the evaluator and evaluatee.

c. Conduct interviews with the appropriate parties.

4. Within twenty (20) days of the request for the appeal of an evaluation, the committee shall submit to the Academic Dean, faculty member, and the President of the Faculty Association its written report which shall include:

   a. A summary of its activities.

   b. Reasons for its conclusions.

   c. Statement of whether it upholds or denies the appeal.

   d. A minority of the appeals committee may attach its own report if such is desired.

5. If a faculty member desires to appeal the Academic Dean's recommended denial of a promotion request, the provisions of Article IX, Paragraph "B" and "C" herein shall apply except that one copy of the committee's report shall be forwarded to the President of the College, by March 1, and the President of the College shall notify the faculty member of his/her decision by March 15.

6. At the request of the faculty member, the Appeals Committee's report shall be included as part of the faculty member's personnel folder and shall be considered a comprehensive review of the faculty member's performance.

ARTICLE X

PATENT AND COPYRIGHT POLICY

All property rights in books written, teaching aids developed (including workbooks, laboratory manuals, transparencies, tapes, films and the like) and equipment designed or invented by a faculty member or members independently of his/her or their employment with Salem Community College and not done in conjunction with said employment or during time assigned to College duties, shall remain with said faculty member and the College shall have no interest in or right to use of such material without charge.

If such above described books, teaching aids or other material is developed by a faculty member or members in conjunction with and while participating in College assigned or undertaken faculty projects authorized or directed by the College, or using College staff or facilities, the said faculty member or members shall retain the ownership of the material, subject to the following rights and privileges of the College: (1) the College shall have the right to use the said material in connection with its academic programs or in an exchange program in return for use of academic material from other academic institutions; (2) the College shall be reimbursed to the extent of its contribution in salaries paid, laboratory or other equipment used, space provided, secretarial or other services.

Any profits, royalties or commissions accruing for said material, shall after the aforesaid reimbursement to the College, remain the property of the faculty member or members, exclusively. The aforesaid provisions shall apply whether or not copyright or patent is obtained by the faculty member or members as part of his/her or their ownership rights.

ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1984, and shall continue in effect until June 30, 1987. Salary Increases (Appendix A and Article VII, E) shall be negotiated for the third year of this Agreement. Such negotiations shall commence on November 1, 1985, and shall be conducted according to the provisions of Article II of this Agreement. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This contract shall constitute the entire Agreement. All other provisions in this Agreement shall remain in effect through June 30, 1987, or until such time as a successor Agreement is established.

IN WITNESS WHEREOF, the parties hereto have executed their hand and seal this 1st day of November 1984.

BOARD OF TRUSTEES

BY:
Edward S. Heath
Chairman of the Board

BY: Mary E. Scott
Mary E. Scott
Secretary of the Board

SALEM COMMUNITY COLLEGE
FACULTY ASSOCIATION

BY: William Borda
William Borda, President
Faculty Association

APPENDIX A

A. Salary Increases. All faculty except instructional aides shall receive salary increases according to the following procedure:

1. Faculty shall receive the indicated increases according to their highest academic credentials as indicated in items "a" through "f" below.

	1984-85	1985-86
a. Bachelor's Degree	$1,025	$1,100
b. Master's Degree	1,250	1,350
c. Master's + 15 graduate credits	1,400	1,500
d. Master's + 30 graduate credits	1,575	1,700
e. More than one Master's Degree	1,700	1,825
f. Earned Doctorate	1,800	1,925

2. Total number of graduate credits applicable in Paragraph 1, items "c" and "d" shall be calculated as follows:

   a. Graduate credits shall include all credits designated as graduate level by the awarding institution which have not been included as part of an awarded undergraduate or graduate degree. Evidence of satisfactory completion of new graduate credits or graduate degree shall be presented to the Academic Dean prior to July 1 in order to qualify for the increment beginning on the succeeding September 1. Faculty shall notify the Academic Dean by March 1 of any credits or degrees expected by July 1, if such credits or degrees will cause a salary increase.

   b. Graduate credits and/or degrees attained after July 1, 1982, shall qualify for placement on this scale providing they are awarded by a regionally accredited or state-licensed institution.

3. In 1984-85, faculty shall be credited fifty six dollars ($56) per year up to a maximum of ten (10) years for full-time teaching experience at SCC. In 1985-86, the rate shall be sixty dollars ($60) per year up to a maximum of ten (10) years.

4. In 1984-85, faculty shall be credited twenty eight dollars ($28) per year for up to a maximum of ten (10) years for employment as a full-time member at another college, for full-time employment in education administration, and/or for appointment as a graduate teaching assistant or fellow. In 1985-86, the rate shall be thirty dollars ($30) per year up to a maximum of ten (10) years.

5. For 1984-85, faculty shall be credited twenty eight dollars ($28) per year up to a maximum of ten (10) years for employment as a full-time teacher in an elementary, secondary or post-secondary school, providing the faculty member does not receive credit for experience described in Appendix A, Paragraph A, item 6. In 1985-86, the rate shall be thirty dollars ($30) per year up to a maximum of ten (10) years.

6. In 1984-85, faculty shall be credited twenty eight dollars ($28) per year up to a maximum of ten (10) years for full-time employment in business, trades and institutions when such employment primarily included functions closely allied to the faculty member's instructional area, providing that the faculty member does not receive credit for experience described in Appendix A, Paragraph A, item 5. In 1985-86, the rate shall be thirty dollars ($30) per year up to a maximum of ten (10) years.

7. A faculty member may not claim more than one full-time employment position concurrently.

B. The Dean of Academic Affairs and the President of the Faculty Association shall agree by memorandum regarding credentials and experience of all currently employed faculty and said agreement regarding professional experience, degrees and credits prior to July 1, 1984, shall be binding.

C. This scale shall apply only for the duration of this Collective Agreement.

D. Faculty initially employed after July 1, 1984, shall be placed on the scale consistent with these provisions and the scale indicated in Appendix "B" according to best administrative judgment. A memorandum describing said placement shall be forwarded to the faculty member and to the President of the Association.

E. In addition to salary increases described in paragraph "A," all faculty who receive a promotion in rank shall receive a promotion increment of $500.

F. Instructional Aides.

1. Instructional aides holding an Associate's degree shall receive a salary increase of $1,000 for each year of this Agreement.

2. Instructional aides holding a Bachelor's degree shall receive $1,100 for each year of this Agreement.

3. Instructional aides having five (5) or more years of service at SCC shall receive $1,100 for each year of this Agreement.

APPENDIX B

MINIMUM QUALIFICATIONS FOR PLACEMENT IN RANK

ACADEMIC	LENGTH OF RELEVANT COLLEGE EXPERIENCE (ACCUMULATIVE)	EDUCATIONAL EXPERIENCE
Instructional Aide		Associate's Degree
Lecturer		Bachelor's Degree
Assistant Instructor		Bachelor's Degree
Instructor	Two years	Master's Degree
Assistant Professor	Four years	Master's Degree and 15 graduate credit hours
Associate Professor	Six years	Master's Degree and 30 graduate credit hours
Professor	Eight years	Doctoral Degree

SALARY RANGES FOR INITIAL FACULTY APPOINTMENTS

Faculty Rank	Range
Professor	$21,000 - $30,000
Associate Professor	$19,000 - $28,000
Assistant Professor	$17,000 - $26,000
Instructor	$15,000 - $24,000
Assistant Instructor & Lecturer	$13,000 - $22,000
Instructional Aide	$11,000 - $14,000

INDEX

Topic	Page(s)
Absence	15-18
Academic Clusters	19
Academic Freedoms	5-7
Academic Rank	29
Annual Evaluation	22
Appeals	
evaluation	23-24
grievance	20-22
promotion	22-23
Appointment Period	7-8
Bargaining Unit	2
Benefits	
hospitalization	19
prescription drug plan	19
retirement/pension	19
unused sick days	17
Binding Arbitration	21-22
Board Policy, Receipt of	4
Cable TV	13
Cancellation of Courses	15, 19-20
Clinic Overload	13
Clusters	19
Collective Agreement - duration	26
College Calendar	4, 19
College Day	9-10

INDEX (Continued)

Topic	Page(s)
College Wide Events	6
College Work Assignments in Lieu of In-load Course Work	11
Computer Assisted Instruction	13
Contract - Individual	7, 17-18
breakage	7
content	7
dates	7-8
reappointment	7-8
termination	7
overload/supplementary	14-15
Cooperative Education	13
Copyright Policy	24-25
Course Development - New	14
Credit Requirements	29
Dates	
contract	7
reappointment	7-8
Deductions - Payroll	5
Dinner Hour	10
Duration of Agreement	26
Equipment	6
Evaluation	22
annual	22
appeals	23-24

INDEX (continued)

Topic	Page(s)
Faculty Hours	
college day	9-10
dinner	10
limitation	10
lunch	10
office	11
over assigned	12-13
overload	12-13
Faculty Lounge	6
Faculty Meetings	6
Faculty Clerical Support	6
First Right of Refusal	12, 19-20
Freedom From Restraint	7
Grading Policy	5
Graduate Reimbursement	18
Grievance	20
Hospitalization	19
Independent Study	13
Individual Contract See "Contract - individual"	
Initial Employment	12
Initial Salary	29
In-load	8

INDEX (continued)

Topic	Page(s)
Instructional Aides	8
definition	8
evaluation	22
salary	28
overload	13
schedule	8
Instructional Chairs	9
Instructional Work Week	9
Interim Teaching	12
Jury Duty	16
Leaves	15-17
bereavement	17
exchange teaching	16
jury duty	16
legal/personal	17
military	16
sabbatical	15
short term	16
sick	17
Lecturer	9
Load, Normal	8
Lounge	6
Lunch Hour	10
Mail	5
Mileage	10, 13-14
Military Leave	16

INDEX (continued)

Topic	Page(s)
Monitoring	5
Negotiation Procedure	2-3
New Course Development	14
Non-Instructional Work	15
Non-reappointment	7
Normal Load	8
Observation, Evaluation	See Sidebar Memorandum
Off-campus/In-load/Assignment	10
Office Hours	11
Over Assigned Hours	12
Overload	12
Overload Limit	14
Patent Policy	24
Personnel Files	6
Promotion to Higher Rank	22
Reimbursement	
dates	14
graduate	18
mileage	10, 13-14
professional development/tuition	18
Recognition of the Association	2
Representation Fee	5
Rights & Responsibilities of the Association	4
Rights and Responsibilities of the Board	3
Sabbatical Leave	15

INDEX (continued)

Topic — Page(s)

Salary 12
- initial 12, 29
- increments 27-28
- interim 13
- non-instructional work 15
- outside 10 month 12
- over-assigned hours 12
- overload 12
- payments 15
- schedules 12, 27
- summer 13

School Year - Dates of 7

Short Term Leave 16

Sick Leave 17

Student
- advisement - See Memorandum of Agreement
- evaluation - See Memorandum of Agreement
- grading 5

Summer Teaching 12

Supplies 6

Teaching Load
- in-load 8
- overload 12
- overload limit 14

Teaching Schedule 10-11
- limitation 10

INDEX (continued)

Topic	Page(s)
notification	11
Telephone	6
Tenure	18
Travel	10, 13-14
Tuition Reimbursement	18
Visitation - Evaluation	See Sidebar Memorandum
Visiting Scholar	9
Workmen's Compensation	19
Work Assignment	10

March 28, 1984

SIDEBAR MEMORANDUM OF UNDERSTANDING

Based on previous negotiations of the Association and the Board, the following "Scope of Negotiations" contract provisions and the corresponding disposition of each provision are stated hereinafter. It is the further understanding of the Salem Community College Faculty Association and the Salem Community College Board that those items adopted as Board Policies and Procedures are to remain as sole prerogative of the Board.

(A) PROVISION:

Article VI, F.1.:

> Faculty shall not be assigned to teach more than three (3) English composition (currently English I and II) courses in a semester.

DISPOSITION:

To be deleted from the negotiated Agreement and to be inserted into the Board policy/procedure.

(B) PROVISION:

Article VI, F.4.:

> The college agrees that a faculty member's in-load shall maintain a ratio of lecture hours to laboratory hours which is typical of the load ratio assigned to other members of his/her cluster.

DISPOSITION:

To be deleted from the negotiated Agreement and adopted as policy/procedure with the understanding that any "preferential" treatment of a faculty member in a cluster should not be made without justifiable circumstances.

(C) PROVISION:

Article VI, 1.2.:

> The instructional chairs will work academic years during the term of this Agreement from September 1 to June 15. They will be scheduled for 30 contact hours per week. These in-load hours will include scheduled instructional periods, course and program development, program recruiting activities, and office hours and shall not be limited by faculty in-load schedule restrictions (Paragraphs "J" and "K" below).

DISPOSITION:

To remain in the negotiated Agreement with the following paragraph also being included under paragraph J as:

Visiting Scholar/Researcher

Visiting scholar/researcher, whose compensation is completely financed by an external source, shall be completely excluded from the bargaining unit and these contractual procedures, provided the individual(s) served no longer than a total of four (4) years. The course assignment(s) shall not substantively be the same as courses that had been taught up to and including the 1983-84 academic year.

(D) PROVISION:

Article VI, J.:

> The college agrees that faculty work assignments off-campus will be voluntary, not mandatory.

DISPOSITION:

To remain in the negotiated Agreement with the addition of the following paragraph:

> J.1 The parties agree that the college may assign faculty to off-campus courses in the event that the faculty member's in-load cannot be filled with on-campus courses. In such cases, faculty members will be compensated as follows:

J.2 Mileage to be determined according to paragraph VII, F. of this Agreement.

J.3 In addition to the normal mileage payments in paragraph VII, F.:
one way 0 through 15 miles from SCC...$50 per semester
one way 16 through 30 miles from SCC...$100 per semester

J.4 In addition, faculty to be assigned to such off-campus duty will not be required to report to the main campus before two (2) hours after the end of the off-campus assignment (including lunch or dinner hours). Also, faculty teaching on-campus shall not be required to report to the off-campus duty before two (2) hours from the end of his/her on-campus assignment (including lunch or dinner hour).

(E) PROVISION:

Article VI, K.6.:

No faculty member be assigned to weekend courses without his/her prior written permission. If Saturday in-load assignments must be made, the faculty member shall have a weekday which will be totally free of college responsibilities.

DISPOSITION:

To be deleted from the negotiated Agreement and adopted as policy/procedure.

(F) PROVISION:

Article VI, L., (6th line and thereafter):

During said three (3) office hours, the college may assign academic advisement responsibilities to the faculty member for students whose academic major is in the faculty member's teaching area. In the event that such academic advisement responsibilities are assigned, the college agrees that:

1. The College will provide the faculty member with copies of all necessary materials relevant to the student's program requirements and relevant to the student's academic progress.

2. Advisement shall not include the evaluation of student transcripts.

3. Advisement shall not include advising students concerning the transferability of any course.
4. Advisement shall not include reporting to the College a student's academic progress.

DISPOSITION:

To be deleted from the negotiated Agreement and to be Board policy/procedure. However, in the first sentence above in paragraph L., the phrase "said three (3) hours" shall be replaced by the phrase "required office hours,".

(G) PROVISION:

From Article VII, G., delete:

> The College agrees that no faculty member will be assigned to teach a new course without first having had the opportunity to develop said course. Courses which have been taught be full-time faculty members since September 1979 shall not be considered new course development for purposes of compensation.
>
> When the College offers new course development to a faculty member, it is agreed that the following conditions shall apply:

DISPOSITION:

The above provisions are to be deleted from the negotiated Agreement and the following is to be inserted in its place:

> If a new faculty member is assigned to develop a new course, compensation shall be in accordance with the specifics stated hereinafter in this Agreement and the following conditions shall apply:

(H) PROVISION:

Article VII, T.:

> First Right of Refusal. The College shall grant first refusal rights to full-time faculty for overload, interim, and summer credit-bearing courses, and for instructional activities which carry college credit:
>
> 2. Faculty shall respond in writing as to which courses they desire to teach.
>
> 3. In the event that there exists a conflict in courses chosen, or a shortage of available courses, qualified faculty within an academic cluster may mutually agree as to which members will teach which courses within that cluster and the College shall implement such request.

4. Academic clusters are business, health and human services, humanities, math/computer science, secretarial science, social science, science, and technology.

5. In the event that a conflict in faculty requests is not resolved by mutual agreement as described in paragraph T., item 3. above, the qualified faculty members assigned to a cluster shall choose one course each on the basis of years of full-time faculty seniority at SCC until all courses have been chosen.

6. These procedures described in paragraph T, items 1. through 5., shall apply even in the event that there are late alterations in the list of available courses, except that notifications may be made in person instead of in writing.

DISPOSITION:

The above language is to be revised as follows:

First Right of Refusal. The College shall grant first refusal rights to full-time faculty for overload, interm, and summer credit-bearing courses, and for instructional activities which carry college credit except as noted below in paragraph T.3.:

2. Faculty shall respond in writing as to which courses they desire to teach within three (3) weeks of receipt of the final master schedule for the upcoming term. However, in the case of Fall semester offerings, faculty shall have until June 15 of the preceding academic year to provide notification.

3. Faculty shall not exercise first right of refusal in cases where overload courses are scheduled in the daytime (before 5:00 p.m.) in a consecutive sequence of three (3) courses (with a maximum of one class period within the sequence) unless the faculty member chooses the first or third course, or unless the entire sequence is chosen as overload by qualified full-time faculty.

4. In the event that there exists a conflict in courses chosen, or a shortage of available courses, qualified faculty within an academic cluster may mutually agree as to which members will teach which courses within that cluster and the College shall implement such request.

5. Academic clusters are business, health and human services, humanities, math/computer science, secretarial science, social science, science, and technology.

6. In the event that a conflict in faculty requests is not resolved by mutual agreement as described in paragraph T., item 3. above, the qualified faculty members assigned to a cluster shall choose one course each on the basis of years of full-time faculty seniority at SCC until all courses have been chosen.

7. These procedures described in paragraph T., items 1. through 5., shall apply even in the event that there are late alterations in the list of available courses, except that notifications may be made in person instead of in writing.

(I) PROVISION:

Article V., H.,:

The secretary in the faculty room will be assigned there on a full-time basis for the sole benefit of faculty work and not the work of the administration or the work of the Faculty Association, and will have his or her workload allocation assigned by the Faculty Association and not by the College administration.

NOTE: First sentence of paragraph H: Replace "secretary" with "clerical support."

DISPOSITION:

The above provision is to be deleted and inserted in its place is the following language:

Faculty shall be provided necessary clerical support (such as typing, phone messages, etc.) for College work.

(J) PROVISION

Article IV, G.:

Receipt of the College calendar. No later than May 1 the President of the Association shall receive from the administration a complete "college calendar" for the following year, said calendar being subject to changes by events not controllable by the Board.

DISPOSITION:

Receipt of the College calendar. No later than May 1, the President of the Association shall receive from the administration a complete "College calendar" for the following year, and said calendar may be subject to changes by the Board due to exceptional circumstances.

(K) PROVISION:

Article VI, I.:

I. Instructional Chairs.

1. The college agrees to limit the number of instructional chairs to two (2) during the term of this Agreement. Separate from the Glass Technology Chair, the college agrees not to establish chairs in any area covered by a full-time faculty member at the commencement of this Agreement.

* * * * * * * * * * * * * * * * * * *

3. Instructional chairs shall not be tenure track positions nor will multiple year contracts be issued to persons holding such designations.

DISPOSITION:

To remain in the negotiated Agreement.

(L) PROVISION:

Article VI, I.:

4. During the term of this Agreement no person holding an instructional chair shall receive a salary increase exceeding the highest salary increment awarded to any individual faculty holding the rank of lecturer, assistant instructor, instructor, assistant professor, associate professor, or full professor.

6. All faculty benefits not excluded herein shall be applied to instructional chairs.

DISPOSITION:

To remain in the negotiated Agreement.

(M) PROVISION:

Article VII, E.6.:

An enrollment of ninety-six (96) students shall comprise two (2) classes.

DISPOSITION:

To be deleted from the negotiated Agreement and adopted as Board policy/procedure, modified as follows:

In instances of overload courses taught primarily by means of computer-assisted instruction or by cable television, an enrollment of ninety-six (96) students shall comprise two (2) classes.

(N) PROVISION:

Article VII, K.5.:

Religious Holidays. Absence with pay not to exceed three (3) days for the fiscal year will be granted for instructional personnel who find it necessary to be absent for any religious holidays which occur on school days and so designated by the Board, though not considered to be Board declared holidays for the school as a whole.

DISPOSITION:

To be deleted from the negotiated Agreement.

(O) PROVISION:

Article IX, B.:

B. Areas of Evaluation. Each faculty member shall be evaluated on the basis of performance in three areas. Instructional performance shall be the area of primary importance in the evaluation of a faculty member.

1. Evaluation of instruction performance shall be based on observing evidence of faculty member's pre-class preparation, in-class activities, and effectiveness of evaluation of student performance.

2. Evaluation of contribution to college community shall be based on observing the faculty member's involvement with the concerns of the students, the faculty, the academic division, and the college.

3. Evaluation of professional growth shall be based on observing the faculty member's involvement in improving his/her professional ability.

DISPOSITION:

To be deleted from the negotiated Agreement and adopted as policy/procedure.

(P) PROVISION:

Article IX, C.:

Criteria for Evaluation. In each of three areas of evaluation, the criteria on which the evaluation is to be based are described. The evaluation form, Appendices "D" and "F" provide space for additional criteria in the event that the evaluator and evaluatee agree on such additional criteria.

DISPOSITION:

To be deleted from the negotiated Agreement and adopted as policy/procedure.

(Q) PROVISION:

Article IX, D.:

D. Appendices D.1, D.2, D.3 and F. (Instructional Aides) shall be the only evaluation of record for all faculty. It is the college's responsibility to ensure that these appendices are employed for the evaluation of all faculty. The following provisions shall apply to evaluations:

1. Each nontenured faculty member shall have a classroom observation by the Director of Instruction once during each of the two regular semesters. The Academic Dean may conduct a classroom observation of nontenured faculty members once per year.

2. Each tenured faculty member shall have a classroom observation once per year by the Director of Instruction. The Academic Dean may conduct a classroom observation of tenured faculty once per year.

3. Prior to classroom observation, the evaluator and evaluatee shall meet to plan the observation, including selecting the class to be observed. The results of the observation shall be recorded on Appendix D-3 and a copy forwarded to the faculty member within two weeks after the evaluation.

4. Each year the Director of Instruction shall conduct the annual evaluation of all faculty using Appendixes D-1 and D-2, and forward a copy to the faculty member by May 15.

5. Instructional Aides shall be evaluated at least once per year by the Director of Instruction or Academic Dean using Appendix F. The evaluator shall confer with appropriate faculty members during the evaluation process, and shall forward a copy of the Appendix F to the aide within two weeks after each evaluation.

6. All Evaluation Appendices include space for additional criteria mutually agreed upon by the evaluator and evaluatee.

DISPOSITION:

To be deleted from the negotiated Agreement and adopted as policy/procedure, however, as modified below:

1. In most instances, nontenured faculty will have once class observation per semester and tenured faculty will have one observation per year. Evaluations will be conducted by appropriately qualified academic officers.

2. Prior to classroom observation, the evaluator and evaluatee shall meet to plan the observation, including selecting the class to be observed. The results of the observation shall be recorded on Appendix D-3 and a copy forwarded to the faculty member within two (2) weeks after the evaluation.

3. Each year the appropriate academic officer shall conduct the annual evaluation of all faculty using Appendices D-1 and D-2, and forward a copy to the faculty member by May 15.

4. Instructional Aides shall be evaluated at least once per year by the appropriate academic officer using Appendix F. The evaluator shall confer with appropriate faculty members during the evaluation process, and shall forward a copy of the Appendix F to the aide within two weeks after each evaluation.

5. All Evaluation Appendices include space for additional criteria mutually agreed up by the evaluator and evaluatee.

(R) PROVISION:

Article IX, D.:

7. Student Questionnaires (Appendix E) may be implemented at the faculty member's request and shall be included as part of the Annual Evaluation provided that:

a. The method of distribution and collection shall be mutually agreed upon between the evaluator and evaluatee.

b. At least two classes from a regular 16-week semester in the faculty member's academic cluster be included in the survey.

c. Questionnaires be distributed during the final month of the semester.

d. The evaluator forward to the faculty member one composite copy of Appendix E which shows the tabulated responses.

* * * * * * * * * * * * *

9. New faculty members in conjunction with the Director of Instruction shall compose by October 30 a list of objectives addressing the three areas of evaluation for their first year of service.

11. The college agrees to implement this system which shall provide for equitable application of this evaluation process for all faculty.

DISPOSITION:

Paragraphs 9. and 11. are to be deleted from the negotiated Agreement.

Paragraph 7., a., b., c., and d. are to be deleted from the negotiated Agreement and adopted as Board policy/procedure.

(S) PROVISION:

Article VI, I.:

> Professional development plans will be established for the chairs by the Academic Dean and need not include the acquisition of formal academic degrees for employment continuation.

DISPOSITION:

To remain in the negotiated Agreement.

(T) PROVISION:

Article IX, F.:

6. At the request of the faculty member, the Appeals Committee's report shall be included as part of the faculty member's personnel folder and shall be considered the more comprehensive judgment of the faculty member's performance.

DISPOSITION:

To be revised as follows:

6. At the request of the faculty member, the Appeals Committee's report shall be included as part of the faculty member's personnel folder and shall be considered a comprehensive review of the faculty member's performance.

March 28, 1984
FOR THE SALEM COMMUNITY
COLLEGE FACULTY ASSOCIATION:

William R. Borda

March 28, 1984
FOR THE SALEM COMMUNITY COLLEGE
BOARD:

William Wenzel

SOMERSET COUNTY
SCC
19
66
COLLEGE

AGREEMENT
between
SOMERSET COUNTY COLLEGE FEDERATION
AND
SOMERSET COUNTY COLLEGE BOARD OF TRUSTEES
for the period
July 1, 1984 - June 30, 1987

1069

PREAMBLE

This Agreement is hereby entered into between the Somerset County College Federation, Local No. 2375 AFT, AFL-CIO, hereinafter referred to as the "Federation" and the Board of Trustees of Somerset County College, hereinafter referred to as the "Board" for the period beginning July 1, 1984 and ending June 30, 1987.

WITNESSETH

WHEREAS, The Board and the Federation recognize and declare that providing quality higher education for the students of the College is their mutual aim and that the character of such education depends in great measure upon the quality, morale, and dedication of the College faculty, and,

WHEREAS, the members of the faculty are particularly qualified to aid and assist in the development of policies and in determining educational programs for the purpose of making recommendations to the President, and

WHEREAS, The Board and the representatives of the Federation have agreed upon the terms of an agreement between them and have reached certain understandings which they desire to express in this agreement, and

WHEREAS, The Board has a statutory obligation, pursuant to Chapter 303, Public Laws of 1968, and Chapter 123, P.L. 1975 as amended, to negotiate with the Federation as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and,

WHEREAS, The parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual convenants, it is hereby agreed as follows:

ARTICLE I - UNION RECOGNITION

UNIT

The Board hereby recognizes the Federation as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time faculty of the employer, full-time teaching assistants, librarians, technical assistants, laboratory assistants, counselors, college nurse, learning resources personnel, and chairpersons when performing teaching duties, whether under contract, on leave, employed or to be employed by the Board, but excluding: department chairpersons, deans, assistant deans, associate deans, full-time administrative services personnel, managerial executives, classified personnel and adjunct faculty.

ARTICLE II - DEFINITIONS

All members of the bargaining unit are referred to as "faculty members" for the purposes of this Agreement only. The term "teaching faculty" when used hereinafter in this Agreement shall apply to full-time classroom teachers with academic rank. Definitions covering non-teaching faculty members of the Federation are as follows:

A. Librarians - The librarian is a professional staff member of the learning resources center who is responsible for the coordination of the development of the collection, for processing printed and nonprinted materials and assisting in the utilization thereof by students, staff and the public. His/her function is determined by position classification, i.e., acquisition/cataloging, serials/reference, and reference/ circulation. Librarians work on an academic calendar but may be required to work, by their supervisor, during periods of time when the faculty is on holiday or a recess. Individuals who are required to work during these periods shall be granted compensatory time off at a mutually agreed upon convenient time. The librarians may recommend to their supervisor a work calendar for these periods where they have mutually agreed, among themselves, to a work schedule to cover the library as required during these periods. A librarian's work year shall be for 10 months commencing with the faculty reporting date and ending with the last working day in June and shall have a work week consisting of 35 hours. Librarians shall be appointed with academic rank. Librarians shall not be required to work a split shift unless mutually agreed upon by the faculty member and the administration.

All summer and part-time librarian contracts shall be offered first to full-time librarians at the per diem rate on a rotation basis as mutually agreed upon by the Director of the Learning Resources Center and the librarians. Sick days accumulated by the librarians shall apply to summer contracts.

B. Senior Technical and Teaching Assistants - While the specific duties of these personnel may differ for different departments or divisions, depending upon the purpose and function of the laboratory, their duties generally include the assisting of faculty in teaching laboratory sections and the supervising of staff and student assistants. They are involved in laboratory preparations and maintenance of laboratories. They test experiments and make revisions as required. For academic preparation of laboratories, they shall be allowed a minimum of two (2) and a maximum of four (4) hours as determined by the appropriate academic dean within their 35-hour work week, including a maximum of 25 lab contact hours. All academic preparation officially assigned shall be accomplished on campus. These personnel work an academic calendar with the exception of the Science Division personnel who may be required to work five days in addition to the academic calendar, split as required, before the start of each semester, and shall be paid at per diem rate for this period of time.

C. Lab Assistants - While the specific duties of these personnel may differ for department or division, depending on the

purpose and function of the laboratory, they provide technical support to the teaching faculty in the operation and supervision of the laboratories. These personnel are involved in lab preparation and maintenance of laboratories. They work a 35-hour week including a maximum of 25 lab contact hours. All academic preparation officially assigned shall be accomplished on campus. These personnel work an academic calendar.

D. College Nurse - The College nurse is a professional staff member in student affairs, responsible for: (1) the implementation of policies and procedures related to the operation of the College Health Services, including the gathering, evaluation and maintenance of student medical histories and other medically related information; (2) the provision of emergency medical care to members of the faculty, staff and student body. He/she serves as a referral agent to public and private medical resources and facilities within Somerset County.

The College Nurse is appointed to an annual 10-month administrative calendar contract starting on the faculty reporting date to the last working day in June, without academic rank, and with up to 20 days compensatory time off for up to 20 days worked between June 30 and the faculty reporting date, as determined by the Administration in consultation with the College Nurse.

E. Counselors - A counselor is a professional staff member in student affairs who counsels and advises students on matters of educational, vocational, and personal concern. He/She is appointed to a 12-month administrative calendar without academic rank with one month (22 days) paid vacation, and shall have a work week consisting of 35 hours.

In order to facilitate staff development, the Administration agrees to provide each counselor two days release time per semester as scheduled by the Administration in consultation with the Counseling staff.

Counselors shall be granted compensatory time on an hour for hour basis in the event they are assigned to work more than 35 hours in any work week. Compensatory time may be accumulated up to one day before being taken because a mutually agreeable time could not be scheduled during the semester.

ARTICLE III - BOARD AND FEDERATION RIGHTS AND PRIVILEGES

A. The Board of Trustees retain and reserve unto themselves all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey and the United States of America.

B. All other rights, powers, authority and prerogatives of management possessed by the Board of Trustees are retained, except as they are specifically limited by the terms and conditions of this agreement.

C. Nothing contained in this agreement shall be construed to limit the freedom of the Board of Trustees or its agents to deal with governmental agencies, external educational associations and professional organizations provided, however, that this dealing shall not repeal, rescind, or otherwise be inconsistent with the terms and conditions of this agreement.

D. Duly authorized representatives of the Federation shall be permitted to transact official Federation business and conduct meetings on college property at reasonable times.

E. Whenever any representatives of the Federation are mutually scheduled by the Federation and representatives of the Board to participate during working hours in meetings such as, but not limited to, negotiations, grievances, conferences, etc., he or she shall suffer no loss of pay.

F. The Federation and the Board shall have the right to post notices of concern on faculty bulletin boards. The Federation may use faculty mail boxes for communications to its members and also use College mail services, exclusive of the postage meter.

G. The Federation may use College facilities, supplies and equipment such as, but not limited to, typewriters, mimeographing machines, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when the equipment is not otherwise in use. Payment shall be made periodically for the aforementioned supplies at College cost prices. The Federation shall be liable for damage or loss of equipment used for such purposes, normal wear and tear excepted.

H. The Board agrees to furnish to the Federation as soon as possible, upon request to the President of the College, the following documents:

1. Approved minutes of Board meetings
2. Roster of faculty, including salary as adopted by the Board with faculty members' addresses and phone numbers
3. Last known addresses of former faculty members when requested

I. The Faculty Federation shall be assigned private office space for use of the Faculty Federation President.

J. The Board will deduct from the pay of each member of the bargaining unit from whom it receives a written authorization, the required amount of monthly dues and will submit such dues monthly to the Treasurer of the Federation. The Board will also deduct from the pay of each member of the bargaining unit from whom it receives a written authorization, deductions for a specified credit union limited to Somerset County (savings account only).

ARTICLE IV - RIGHTS AND PRIVILEGES OF FACULTY

A. Pursuant to the laws of the State of New Jersey, the Board hereby agrees that all faculty members have the right freely to organize, join and support the Federation for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board agrees that it will not directly or indirectly deprive, discourage, coerced or harass any faculty member in the enjoyment of any right conferred by the laws of New Jersey or the constitution of New Jersey and of the United States; that it will not discriminate against any faculty member with respect to hours, wages, terms or conditions of employment by reason of his/her membership in the Federation and its affiliates, his participation in any activities of the Federation or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement.

B. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status, handicapped or veterans status.

C. Every reasonable effort shall be made to involve the faculty in the various developmental phases of the College's academic and building programs.

D. Faculty members shall not be required to work, teach or perform any other function in unsafe or hazardous conditions, nor to perform tasks which endanger their health or safety. The physical limitations of any room shall not be exceeded.

E. Faculty will not be assigned in an area in which they lack academic preparation or professional training or equivalent experience except in cases where the facuty member, the administration, and the Federation agree this could be to mutual advantage of the faculty member and the College.

F. Vacancies

1. For the purpose of this agreement a vacancy shall be defined as any of the following situations:
    a. The creation of any new position.
    b. The consolidation of two or more existing positions.
    c. A significant increase and change in the responsibilities and duties of the individual holding a particular

position whereby the duties and reponsibilities of the original position are significantly changed.

d. A change in the job title or compensation accompanied by the change in responsibilities and duties set forth in paragraph c hereof.

e. The elevation of a job title to the rank of dean or higher.

The parties further agree that a vacancy shall not be declared where there are de minimis changes in job responsibilities without any of the factors cited in "b", "c", "d" and "e" above being present.

2. Notice of any professional position vacancy at Somerset County College whether it be administrative or faculty, shall be posted on the faculty bulletin board and on all department/division bulletin boards for one week prior to its publication elsewhere.

3. Faculty members who are applicants for such opening shall be notified of the disposition of their application prior to the adoption of the resolution by the Board of Trustees filling such position.

G. Admission to Courses

1. On a space-available basis, all faculty members are to be granted tuition-free entrance to two courses per semester (credit and/or community service) at Somerset County College so long as there is no conflict with their own assignments as determined by the appropriate dean.

2. On a space-available basis, faculty dependents (including husband, wife or children) are to be granted tuition-free entrance to three courses (credit and/or community service) per semester at Somerset County College for which they meet entrance requirements.

H. Official Announcements

The College shall make available to the faculty any official announcements coming to their attention of grants available to the faculty and of new legislation of interest to the faculty, and the Federation shall make available to the Director of Resource Development and Academic Planning like information.

I. Relief from Instructional Duties

A faculty member shall only fulfill administrative functions voluntarily. When a faculty member does fulfill administrative functions with the authorization of his/her Dean, he/she shall be granted relief from instructional duties to the extent of the time and effort involved at the mutual agreement of the appropriate dean and faculty member.

J. Upon his/her written request, the President of the Federation may be provided with copies of all faculty schedules.

K. Just Cause Provision - No faculty member shall be disciplined, reprimanded, reduced in rank or compensation, or given an adverse evaluation of his/her professional services without just cause.

L. Required Meetings or Hearings - Before the Board or the President meets with a faculty member regarding any matter concerning his continued employment, salary, or any increment pertaining thereto, he/she shall be given one (1) week's prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Federation present to advise him and represent him during such meeting or interview.

M. Professional/Personnel Files

There shall be two files: a professional file and a personnel file. The professional file shall contain any and all information relative to the individual's teaching competence and performance, achievement, research, and contributions of an academic and professional nature as well as official evaluations necessary for reappointment, promotion and tenure. The professional file shall be kept in the office of the appropriate dean. The personnel file shall contain all information regarding educational credentials and terms and benefits of employment as well as material not germane to the professional file. The personnel file shall be kept in the office of the Director of Personnel Services. No other file shall be kept except for prehiring, confidential references, E.E.O.C. compliance records, health and insurance records. A listing of all material maintained separately shall be attached to the personnel file.

A faculty member will be permitted to personally review his/her personnel/professional files during normal hours of operation. The individual may place any addition in writing that he/she wishes without limitation. Written request for deletion of certain material from personnel/professional files may be made to the President by the faculty member.

The President's decision shall be final, except where objective information is viewed as factually incorrect by the faculty member. If the President refuses to delete the objective information in question, the faculty member may grieve the presence of the material.

ARTICLE V - APPOINTMENT AND RETENTION OF FACULTY

A. Appointments to the faculty of Somerset County College shall be made by the Board of Trustees as provided by law.

B. When a prospective employee accepts a position at Somerset County College, he shall be provided with a copy of this written Agreement and his individual written contract. The individual written contract shall contain, but not be limited to, the following:

1. Position description and title
2. Dates for which employment is effective
3. The salary rate stated in annual terms as well as a proration, when applicable
4. The name and address of the employee
5. Academic rank (where appropriate)

C. Initial Hire - At the time of initial hire, credit for previous collegiate teaching experience, equivalent teaching experience other than College teaching, and equivalent business, industrial, or professional experience is granted as determined by the administration. Degrees earned and/or experience should be in subject field or equivalent for which a faculty member is hired.

D. A person hired as a full-time faculty member for a portion of an academic year shall be paid a proportionate share of an academic year salary. He shall be afforded full-time benefits of Blue Cross/Blue Shield health insurance, dental insurance and group life insurance only. A faculty member shall not be assigned a full teaching load to be compensated on the basis of a part-time salary schedule.

E. Teaching faculty members and librarians shall be considered probationary employees until tenure is granted and ineligible to apply for a formal grievance hearing if not reappointed during the probationary time. Federation members who do not have rank and are not eligible for tenure may exercise the right of a hearing before the President of the College to show just cause for non-reappointment after a fifth or subsequent contract if the Federation member believes that the non-reappointment is arbitrary, capricious or discriminatory. The Federation member shall have the burden of proof to show arbitrary, caprcious or discriminatory action.

F. During the term of this contract there shall be no general reduction in staff, except for good cause, such as a reduction in College finances and/or reduction in student enrollment. In the event of such a reduction tenured bargaining unit members who are retrenched are entitled to reemployment rights as per New Jersey Statute (N.J.S.A 18A:60-3).

ARTICLE VI - REAPPOINTMENT, TENURE AND PROMOTION

A. Criteria

1. Performance criteria

The following broad and interrelated criteria shall be considered in assessing candidates for reappointment, tenure and promotion. For annual reappointment, prior to tenure, these criteria are flexible and are meant to serve as general guidelines. Not all criteria must be met each year for reappointment. For tenure each of the general criteria must be met.

The Board of Trustees and Federation agree that the purpose of promotion is the recognition of meritorious performance and not merely the meeting of minimal qualifications.

The criteria are as follows:

a. Satisfactory performance of faculty duties and evidence of effective teaching as documented by student evaluations and peer observations or, in the case of non-teaching faculty, satisfactory performance of duties.

b. Professional development related to the individual's disciplines such as:

   1. Successful completion of approved graduate course work and/or continuing education in one's academic or related field. In the case of faculty members who earned a terminal degree in their field, evidence of continued study in that field.

   2. Presenting a professional paper or serving on panels at regional or national meetings or seminars or active committee membership in

regional or national professional societies and organizations.

3. Publication(s) in recognized journal(s) pertaining to a candidate's academic field or publication of a book(s) or mmonographs(s).

c. Evidence of college contributions which entail sustained, positive faculty involvement such as:

   (1) Department Chairpersons
   (2) College Senate/Faculty Council Committees
   (3) Academic Department Committees
   (4) College Ad Hoc Committees
   (5) Committees that involve college-wide projects, i.e., Arts Festival, etc.
   (6) Assistance in registration and recruitment activities.
   (7) Community oriented programs
   (8) Student guidance, counseling and/or club advisor.
   (9) Major contributions to the college through administrative, academic and federation leadership.

d. Evidence of community contributions such as:

   (1) Career advisory committees
   (2) High school visitations
   (3) Work with local school faculty
   (4) Student placement
   (5) Membership and work with community service organizations and/or County and State agencies and committees
   (6) Development of seminars - e.g., law enforcement
   (7) Guest speaking appearances
   (8) Participation in public awareness programs

2. Academic Experience and Time in Rank:

a. Teaching faculty and librarians

In addition to the general criteria for reappointment, tenure and promotion listed above in section A.1 of this Article, specific criteria must be met for promotion from one rank to another.

1. INSTRUCTOR: Master's degree in appropriate subject area.

2. ASSISTANT PROFESSOR: Five (5) years of college teaching of which five (5) must have been served at Somerset County College. A faculty member will be expected to serve a minimum of five (5) years in the rank of instructor; a Master's degree plus nine credits beyond the Master's degree. In the case of individuals who have earned their graduate credits in doctoral programs that do not offer a Master's degree, a Bachelor's degree plus 39 credits shall serve in lieu of the Master's degree plus nine credits.

3. ASSOCIATE PROFESSOR: Seven (7) years of college teaching, of which (5) years must have been served at Somerset County College. A faculty member will be expected to serve a minimum of five (5) years as assistant professor; a Master's degree plus eighteen credits beyond the Master's degree.

4. PROFESSOR: Nine (9) years of college teaching of which five (5) must have been served at Somerset County College. The faculty member will be expectd to serve a minimum of five (5) years as associate professor; earned doctorate, approved terminal degree or ABD plus additional documented professional development.

b. COUNSELORS

While counselors are not appointed to academic rank nor eligible for tenure, counselors shall be classified in four grades: Counselor I; Counselor II; Counselor III; and Counselor IV. The following criteria will be used in every case involving promotion from one counselor category to another:

1. COUNSELOR I A Master's degree in the appropriate subject area.

2. COUNSELOR II Five (5) years of counseling experience of which five (5) continuous years must have been served at Somerset County College. A Counselor II will be expected to serve a minimum of five (5) years as Counselor I. He/she will be required to have a Master's degree plus nine (9) credits beyond a Master's degree.

3. COUNSELOR III Seven (7) years of counseling experience of which five (5) continuous years must have been served at Somerset County College. A Counselor III will be expected to serve a minimum of five (5) years as a Counselor II. He/she will be required to have a Master's degree and eighteen (18) credits beyond a Master's degree.

4. COUNSELOR IV Nine (9) years of counseling experience of which five (5) continuous years of this time must have been served at Somerset County College. A Counselor IV will be expected to serve a minimum of five (5) years as a Counselor III. He/ she must have earned a Doctorate degree or earned thirty (30) credits beyond a Master's degree.

ACADEMIC EXPERIENCE AND TIME IN RANK

Academic Requirement For promotion to the rank of:		College Level Teaching Experience	Minimum Time in Previous Rank at SCC
Instructor	Master's degree in appropriate subject area		
Assistant Professor	Master's degree plus nine credits. In the case of individuals who have earned their graduate credit in doctoral programs that do not offer a Master's degree, a Bachelor's degree plus 39 credits shall substitute.	5 years	5 years
Associate Professor	Masters degree plus 18 credits.	7 years	5 years
Professor	Doctorate; approved terminal degree; or ABD plus additional documented professional development.	9 years	5 years

	Academic Requirement	Counseling Experience	Minimum Time in Previous grade at SCC
For promotion to the rank of:			
Counselor I	Master's degree in appropriate subject		
Counselor II	Master's degree plus 9 credits	5 years	5 continuous years
Counselor III	Master's degree plus 18 credits	7 years	5 continuous years
Counselor IV	Doctorate or Master's degree plus 30 credits	9 years	5 continuous years

c. Exceptions to a and b

1. In special cases, recognized achievement in specialized fields may be accepted in lieu of graduate course work or continuing education for promotion from one rank to another. Nine years or more of experience in business, industry or the professions may be considered by the administration to be the equivalent of a Master's degree plus nine (9) credits; twelve or more years of experience may be considered by the administration to be the equivalent of a Master's degree plus 18 credits.

2. The requirement of the doctorate may be waived in specialized fields in which advanced graduate work on this level is unusual or unavailable. In such cases, significant, recognized professional achievement may be an acceptable substitute for the doctorate.

3. It is mutually understood and agreed that the President of the College may, under extraordinary circumstances, waive the standard requirements for reappointment and promotion to any academic rank.

B. Review Committees for Reappointment, Tenure and Promotion

1. Faculty Review Committees:

a. Membership:

Four Faculty Review Committees shall be established to include any following departmental representation:

- Business, Business/Public Service, and Data Processing
- English, Social Science and Student Affairs (Counselors)
- Fine and Performing Arts, Humanities and Librarians
- Math, Natural Science, Nursing and Physical/Health Education

b. Selection and Term:

Each department shall elect one departmental representative from the tenured faculty and a counselor, where designated, to serve on the committee for a one-year term. Elections shall be held by April 15 to select representatives for a term commencing the next academic year. A tenured faculty member being considered for promotion is not eligible to serve during a year he/she is being considered. Each Faculty Review Committee shall elect a Chair at the first Committee meeting.

c. Responsibilities:

1. Using the criteria outlined in Section A., the Committees will review and assess the qualifications of each candidate for reappointment, tenure and promotion. The Committees will review all pertinent documents including self, peer, student and administrative evaluations and the Chairperson's annual conference summary.

2. Members of the Committee must attend all scheduled meetings of the Committee. Committee members who do not attend any scheduled meeting will be automatically removed from the Committee.

3. All members are required to cast affirmative or negative votes. Abstensions will not be permitted.

4. All candidates for reappointment, tenure and promotion will be assessed and qualitatively ranked as follows: Highly Recommended, Recommended, Recommended with Qualification, and Not Recommended. A candidate must receive a majority vote in one of the above categories.

5. Confidential committee recommendations and written documentation supporting the recommendation shall be forwarded to the Dean of Instruction and Professional Standards Committee by October 15 for Reappointment and Tenure, and by February 15 for Promotion.

2. Professional Standards Committee:

a. Membership, Selection and Term:

The Committee shall include four faculty members appointed by the Federation and four members appointed by the President, including the Dean of Instruction who shall serve as Chair. Members will be appointed annually to two-year staggered terms.

b. Responsibilities:

1. Using the criteria outlined in Section A., the committee will review and assess the qualifications of all candidates for reappointment, tenure and promotion. The Committee will review all pertinent documents including evaluations and the recommendations of the Faculty Review Committee and interview all candidates for tenure and promotion The Committee may augment the review process by conducting classroom observations for faculty members being considered for reappointment in the third or fourth year, in the fifth year for candidates for tenure, and in all cases for promotion.

2. All Committee members will have voting responsibilities.

3. All members are required to cast affirmative or negative votes. Abstentions will not be permitted.

4. All candidates for reappointment and tenure will be assessed and qualitatively ranked as follows: Highly Recommended, Recommended, Recommended with Qualification, and Not Recommended. A candidate must receive a majority vote in one of the above categories.

5. Confidential committee recommendations and written documentation supporting the recommendation and qualitative ranking shall be forwarded to the Executive Dean for Academic and Student Affairs by December 1 for reappointment and tenure and April 1 for promotion.

D. Application for Promotion:

Faculty members who meet the eligibility requirement for promotion and wish to be considered for promotion in the next academic year, shall submit a formal application to the Chair of Professional Standards Committee on or before December 1. The faculty member must submit along with his/her application, specific documentary statements detailing how he/she has fulfilled the criteria outlined in Section A of this Article.

E. Schedule for Review and Recommendations for Reappointment, Tenure and Promotion:

1. Reappointment and Tenure:

   a. Faculty Review Committee shall forward recommendations to the Professional Standards Committee by October 15.

   b. Professional Standards Committee shall forward recommendations to the Executive Dean for Academic and Student Affairs by December 1.

   c. The Executive Dean for Academic and Student Affairs shall forward recommendations to the President of the College by January 15.

   d. Notice of intent to reappoint shall be given in writing no later than the last day of February during the first year of service and not later than the last day of January thereafter. Faculty members shall have until March 15 to notify in writing the President of the College of his/her decision to continue or terminate employment.

2. Promotion:

   a. Faculty Review Committees shall forward recommendations to the Professional Standards Committee by February 15.

   b. Professional Standards shall forward recommendations to the Executive Dean for Academic and Student Affairs by March 15.

   c. The Executive Dean for Academic and Student Affairs shall make his/her recommendations to the President of the College by May 1.

   d. The President of the College shall forward his/her recommendations to the Board of Trustees by the end of the academic year. The Board of Trustees will act upon the recommendations on or before June 30.

ARTICLE VII - PERFORMANCE REVIEW

A. Purposes:

1. To acknowledge teaching effectiveness, professional achievement and college/community contributions.
2. To strengthen faculty development and promote quality instruction.
3. To provide a sound and reasonable basis for recommending faculty for reappointment, tenure and promotion.

B. Procedures:

1. Self Evaluation:

Each faculty member, tenured and untenured, shall submit a completed annual self evaluation to the Dean of Instruction prior to commencement. The self evaluation shall include evidence of teaching effectiveness, professional development, college and community contributions, records of course and/ or program development.

2. Student Evaluations:

Student evaluation of instruction shall be administered each semester in at least two (2) classes for all faculty members. Evaluations shall be completed by December 1 for the Fall Semester, and May 1 for the Spring Semester.

3. Peer Teaching Observations:

a. Each non-tenured faculty member will be observed at least twice (2) during each academic semester. Tenured faculty members will be observed at least once (1) every two (2) academic years. Peer observers and the class(es) to be observed will be selected by mutual agreement between the faculty member and the Dean of Instruction. Department Chairpersons will forward to the Dean of Instruction by October 1 an annual schedule for peer observations of all departmental tenured and untenured faculty. The schedule will identify the peer observer and class(es) to be observed.

b. Faculty members being observed will be given at least five (5) working days notice prior to any class observation.

c. Prior to the class observation, the faculty member being observed shall submit to the peer observer a written statement of course learning objectives, a course outline or syllabus and a sample examination or criteria for student evaluation.

d. Class observations shall last for one full class period.

e. Peer observers shall submit within seven (7) working days a typed observation report with recommendations for those areas which require improvement. A conference to discuss the report with the faculty member will be scheduled by peer observer.

f. A copy of the report, course materials, and any written responses prepared by the faculty member will be forwarded to the Dean of Instruction for review and placement in the faculty member's professional file.

g. Non-tenured faculty members may request additional teaching observations. Such requests shall be made to the Dean of Instruction who shall, within the semester, schedule the additional observations requested.

4. Annual Conference:

An annual conference shall be scheduled by the Chairperson with each untenured faculty member in the department to review student evaluations and peer observations for the purpose of assisting the faculty member in strengthening teaching performance. A written summary of the conference will be included in the faculty member's professional file. The same procedure will be observed for tenured faculty members once every three (3) years.

5. Administrative Evaluation:

The Dean of Instruction or designee shall prepare an evaluation summary for each untenured faculty member once (1) every year and each tenured faculty member once (1) every three years. The summary will identify strengths and accomplishments and contributions, reflect the assessments of the Faculty Review and Professional Standards Committees and include recommendations for strengthening performance. Individual conferences will be scheduled to review the evaluation summary with the faculty member.

C. Materials for Performance Review:

All materials described in Article VII,. Section C., will be placed in the faculty member's professional file. Materials shall include:

1. Self evaluation.
2. Student evaluations.
3. Peer teaching observations.
4. Annual conference report.
5. Administrative summary evaluation.

ARTICLE VIII - SALARY POLICY

A. The Board agrees that the initial salary for faculty appointments for the duration of this contract shall not be less than $8,500. for Senior Technical and Teaching Assistants and Lab Assistants, and not less than $11,000. for teaching faculty, Counselors and Librarians with no previous academic experience. At the time of initial appointment, credit for previous study and experience shall be granted at the discretion of the administration and shall be used to place the appointee at the appropriate level of academic rank and salary. Salaries shall be increased each year of this contracts as follows:

1984 - 85	8%
1985 - 86	7%
1986 - 87	$1760.00

The Parties agree that notwithstanding the following section all faculty shall receive a minimum increase of $1,000.00 in the third year (1986-87) of this contract. Any portion of this minimum increase which exceeds the caps shall be treated as a one time cap relief which shall not be added to the base salary, but paid as a one time adjustment. Such payment shall not continue beyond the expiration date of this contract.

Salaries for faculty appointments for the duration of this Agreement shall not be more than as follows: maxima.

85-86 / 86-87

Professor and Counselor IV	43,500
Associate Professor and Counselor III	38,500
Assistant Professor and Counselor II and College Nurse	32,500
Instructor and Counselor I	27,500
Senior Technical and Teaching Assistant and Lab Assistant	23,500

B. Faculty members as defined in this contract shall be compensated for overload at a rate of $380.00 per overload hour for the year 1984-85 academic year. $400.00 per overload hour for the 1985-86 academic year and $420.00 per overload hour for the 1986-87 academic year. This provision shall not apply to Community Service courses.

C. Pay Days - The Board shall have prepared monthly payrolls for the period September through June (10 months). Faculty members shall be paid one half of the net amount due them for each month on the fifteenth and last day of the month, or on the last day of school prior to the fifteenth or last day of the month if the fifteenth or last day of the month shall fall on weekends or holidays. Faculty members may elect to receive their ten (10) months pay over twenty (20) or twenty-four (24) payments. All deductions such as hospitalization and pension will be based on a 20-pay plan. If faculty members elect to be paid on twenty-four (24) payment plan, the 20th through the 24th payment for that year will be made to those persons on June 30th of each year.

D. Salary increments for promotion from one rank or grade to another shall be four percent (4%).

ARTICLE IX - WORKLOAD

A. The workload formula is applicable only to full-time teaching faculty who are members of the bargaining unit as recognized in the Board-Faculty Agreement. The formula's use is restricted to the two semester academic year. It is not designed for use between the fall and spring semester nor in the period following the spring session, nor in the summer, either in presession or regular session, even if portions of these sessions fall within the period covered by the contract.

B. The normal faculty workload shall be 15 contact hours. To implement this principle equitably, reflecting the diversity of disciplines and methods of instruction in the institution, the following shall apply:

1. 13-15 contact hours shall put a faculty member in load.

2. In the case of faculty who teach large groups (as defined in the contract) with discussion classes and who are assigned a minimum of 125 students per semester, 10 - 12 contact hours and 15 credit hours shall put a faculty member in load.

    a. If there are less than 10 contact hours and 15 or less credit hours assigned, another section can be added without incurring overload.

    b. If there are less than 13 contact hours and less than 15 credit hours another section can be assigned in load and for each contact hour in excess of 15 hours, compensation will be paid at the contractual rate applied to overload hours instead of credit hours according to the formula:

$$\text{overload hours} = \frac{\text{contact hours + credit hours}}{2}$$

In the formula credit hours shall mean the total number of credits of the course assigned to which the excess contact hour(s) belong.

3. Laboratory Contact Hours: These contact hours shall be evaluated at a rate of:

a. Supervision

(1) 3/4 contact hour per 60 minute hour for Science Labs.

(2) 3/4 contact hour per 50 minute hour for Business, Career, and Technical Program Labs.

(3) 3/4 contact hour per 50 minute hour for Studio Arts, Theatre Workshop, and Film Production.

(4) 3/4 contact hour per 50 or 60 minute hour for all labs developed in future courses.

b. Evaluation only

(1) One laboratory hour evaluated by a faculty member but supervised by a lab assistant shall equal one half of a contact hour:

$$\text{Contact Hours} = \frac{\text{Lab Hours/Week}}{2}$$

C. In computing load the administration shall determine which courses shall constitute load and which courses shall constitute overload. The faculty member shall receive his/her assignment at the earliest practical time and it shall be finalized no later than the 11th day of classes each semester.

D. Faculty members shall receive preference to teach courses which will place them in an overload category. However, the selection of the courses to be taught shall be made by the appropriate academic dean in consultation with the faculty. Overload is limited to two courses each semester and two courses during each summer session. Elected and summer overload will be compensated at the overload rate per credit hour. No faculty member may teach two successive courses in an overload situation or in either of the summer sessions until every member in that discipline who has applied for such work has been assigned a course by rotation order as determined by the faculty of that discipline based on academic qualifications and experience at the College. Academic qualifications to teach overload courses shall be determined by the administration in consultation with the faculty of the discipline.

E. Two evening courses, for credit, per semester shall be considered in load except that every effort will be made to consider personal situations of individual faculty members when assigning evening courses. The administration shall make every effort to rotate these courses on an equitable basis for every faculty member within each division.

F. The teaching load during any academic year may be unequally assigned between the two semesters of such academic year if mutually agreed to by the Administration and faculty member.

G. Each faculty member shall be assigned no more than students per semester (or in the case of Physical Education

faculty, no more than 240 per module). The following definitions shall restrict class size in each category:

1. Large Group - A large group is one which is beyond class size, and is defined as a group of 38 or more students.

2. Class - A class is a conventional grouping. The number of students in a class may be from 17 to 37, inclusive.

3. Seminar - A seminar is a group of fewer than 17 students.

4. Independent Study Laboratory - The independent study laboratory is a center for audio-visual learning and programmed material, equipped with carrels and technical equipment. Students study prepared instructional material by themselves in this place.

5. Laboratory - The laboratory is the traditional science laboratory such as used for the teaching of chemistry, physics, and biology. It may also be used for courses in business and data processing and other technical areas as well as studio arts, theatre workshop and film production. The laboratory contains investigatory and working stations.

H. Normal number of preparations for a faculty member will be one to three a semester. If more than three preparations are assigned a maximum of four sections can be assigned in load.

I. In the case of licensing programs (Nursing) three hours in load will be the maximum off campus facility preparation time.

J. No more than seven (7) sections of English Composition may be assigned to a faculty member each academic year with no more than four (4) sections to be assigned in any one semester. No more than 23 students will be assigned to English Composition sections.

K. The following provisions completely define the workload for faculty in physical education.

1. Physical education activities courses (one-credit) shall be assigned 3/4 of a contact hour for each class hour.

2. Three-credit physical education courses shall receive full contact hour credit.

3. A normal workload shall be 15 equivalent contact hours.

Exceptions to "K"

1. Four separate preparations for four 3-credit courses will be a complete workload.

2. Five 3-credit hour courses, (3 or less preparations) shall constitute a complete workload.

3. The teaching load during any academic year or in any semester (where modular courses are taught) may be unevenly

assigned between the two modules or between the two semesters, provided that the teaching load for the semester or for the total academic year may not exceed the teaching load as stipulated in the paragraphs above. The teaching load during any semester may be unevenly assigned between the two (2) modules by the Administration. The teaching load during any academic year may be unevenly assigned between the first and second semesters by mutual agreement between the Administration and the faculty member.

L. All teaching faculty must schedule at least four (4) office hours each week, not to be scheduled during the college hours. Each faculty member with an overload shall schedule one student conference hour per week for each overload class section. Conference hours shall be scheduled to provide maximum convenience for the students as determined by the administration in consultation with faculty members.

M. Co-op Program and Independent Study

a. Co-op Program Supervision

A faculty member supervising Co-op Program students shall be reimbursed at the rate of 1/5 x the adjunct contact hour rate for each student. The maximum number of students assignable to a faculty member for co-op supervision is 30 each semester.

b. Independent Study

A faculty member supervising students in Independent Study shall be reimbursed at the rate of 1/5 x the overload rate per credit hour for each student. A maximum of 15 students can be assigned to a faculty member for Independent Study each semester.

c. If any faculty member is assigned more than 15 students in Co-op Programs or more than 7 students in Independent Study courses in a semester, he/she may teach at most, one course in overload that semester unless mutually agreed upon between the faculty member and his/her appropriate administrator.

N. The Federation President shall have a reduced workload of 20 percent.

O. The President of the College and the President of the Federation agree to continue the standing Faculty/Administration Committee established by the previous contract in order to continuously examine the workload of the faculty.

P. Exceptions to the above workload formula may be made by the mutual agreement of the appropriate academic dean and the individual faculty member. All such cases will be recorded in the faculty member's personnel file.

ARTICLE X - EDUCATIONAL, INSURANCE AND MISCELLANEOUS BENEFITS

A. Educational Benefits

A faculty member shall be entitled to reimbursement of tuition for graduate studies equal to fifteen (15) credits in any period beginning in September and ending in August, with no more than six (6) credits in any given semester, except that first year personnel will be limited to six (6) credits per year, starting with the second semester of their first year of employment. Reimbursement shall be at the graduate credit hour rate for Rutgers, The State University, or at 60 percent of the existing rate of the institution the faculty member is attending, whichever is the greater amount.

All reimbursed courses taken must be in an approved degree program or be related to the individual's work function at the College. Approval to enroll in a reimbursed graduate course must be obtained from the appropriate Dean prior to enrollment. A faculty member shall be reimbursed for one-half cost, at the above rate, upon enrollment; the remaining portion to be reimbursed upon satisfactory completion of course. A faculty member shall reimbuse the College for courses not completed. In no case shall the Board pay for thesis or dissertation continuation. In all cases, it is the obligation of the faculty member to verify that reimbursable courses are not thesis or dissertation continuations.

B. Insurance Coverage

1. Each faculty member shall receive the right of personally prepaying premiums of all insurances to which he/she is entitled prior to or during any officially approved leave of absence without pay.

2. The Board shall maintain one million dollars liability insurance for all faculty members while they are conducting official college business. The Board shall insure against any civil action that would be brought against any faculty member for any act or omission arising out of and in the course of the performance of his/her duties of his/her office, position or employment.

3. The personal insurance coverage accruing to a faculty member shall be that term insurance provided in conjuction with the retirement system through the State of New Jersey.

C. Health Insurance

1. Each faculty member shall receive, at no cost to the faculty member, full family coverage for eligible dependents under the New Jersey State Health Benefits Program (New Jersy Blue Cross/Blue Shield Series 14/20 Program Coverage including Rider J., and Major Medical).

2. Each faculty member shall be entitled to reimbursement of up to $100 for the purpose of obtaining a general physical

examination. To obtain the benefit, a faculty member must present a personal reimbursement form and receipt stating that a general physical examination was completed. However, if a faculty member so chooses he/she may skip a year and apply that $100 to a sum total of up to $200 for a examination in the next year.

3. During the term of the agreement the Board of Trustees shall continue the dental insurance program for members of the Federation which was in effect on June 30, 1984. Premium costs shall be at least $84 per year per faculty member. Premium costs will be borne by the Board of Trustees. The program shall contain a nondeductible clause. The Board will give first preference to a plan which will allow Federation members to expand coverage to include families (husband, wife and children) of members of the Federation. Premium costs, if coverage is available, for families (husband, wife and children) shall be borne individually by Federation members.

D. Miscellaneous Benefits

If the Administration requires a faculty member to operate his personal motor vehicle in the performance of regular business of the College, the college shall reimburse the faculty member at the State rate per mile to cover all motor vehicle expenses, including insurance, paid by the faculty member. However, before using his personal vehicle, a faculty member agrees to provide a minimum of five (5) working days advance notification to reserve a College vehicle.

ARTICLE XI - FACULTY FACILITIES

A. The Board agrees to provide the teaching faculty with office space of such a nature that the counseling of students can be conducted in a satisfactory manner.

B. Telephone - In or near the faculty work areas or offices, telephones will be conveniently placed; however, no attempt will be made to adhere to a fixed ratio of telephones per faculty member.

C. Faculty Lounges - There shall be adequate faculty lounges. These should be comfortable and quiet.

D. Conference Rooms, Etc. - There will be adequate conference rooms available to the faculty for purposes of departmental meetings, special meetings, and the like.

E. Library, Supplies, Equipment, Storage, Special Purposes Rooms - So far as budgetary considerations allow, the Board will attempt to provide adequate space for supplies and storage as well as special purpose rooms and equipment rooms.

F. Rest Rooms - Adequate rest rooms shall be provided.

G. Special Services - Duplicating, Secretarial, Etc. - The faculty shall be provided with secretarial and clerical assistance.

H. The Board shall provide adequate parking facilities exclusively for faculty at no charge.

ARTICLE XII - SABBATICAL LEAVES AND ABSENCES

A. Sabbatical Leave

1. Sabbatical leaves are awarded by the Board of Trustees to selected members of the faculty to foster creative activities related to their disciplines. These activities should be of direct educational or institutional value to the College and they should increase the faculty members professional effectiveness and usefulness to the College. Acceptable pursuits include graduate studies, research, or writing for the completion of a degree, scholarly research, and/or writing for publication, advanced study, or other intellectual activities clearly relevant to and designed to enhance the recipient's value to the College.

2. Faculty members shall be eligible for consideration for Sabbatical leave after the completion of six (6) academic years, excluding leaves of absence, at Somerset County College since beginning service or since the last sabbatical leave at Somerset County College. Having satisfied these criteria, eligibility is further limited to otherwise eligible faculty members who have demonstrated a high degree of performance and promise in their work. Length of service alone does not satisfy the preceeding criteria.

3. Sabbatical leave may be for one semester or two semesters in duration. Full salary at the salary rate which he/she would have received if he/she had remained actively employed will be paid for a one semester leave, and half salary of the salary rate which he/she would have received if he/she had remained actively employed will be paid for a two semester leave.

4. It is the intent of the Board to grant a minimum of two and a maximum of four sabbatical leaves during an academic year taking into consideration the budgetary limitations on granting such leaves as well as the professional plans of various faculty members whose superlative past performnce, promise and plans for leave are demonstrably superior. At least one of the minimum of two sabbaticals to be granted by the Board each year shall be for one semester, unless the Faculty Sabbatical Leave Committee recommends otherwise.

5. Applications from faculty members for sabbatical leaves shall be submitted to a Faculty Sabbatical Leave Committee, with a copy to the appropriate Dean and Chairperson no later than December 1st of the year preceding the academic year for which the sabbatical leave is requested. Applications shall contain a detailed prospectus of the intended activity, including purpose, objectives and plans, and shall explicitly describe how the proposed activity will increase the recipient's value to the College.

6. The Faculty Sabbatical Leave Committee shall consist of five (5) members of the tenured faculty, appointed by the President of the College, representing broadly the academic disciplies within the College. The Committee shall evaluate applications for sabbatical leave, shall interview applicants and shall forward to the President of the Collge the names of those faculty members whom the Committee recommends for sabbatical leave by January 31. In addition the applicant's deans shall forward their recommendations to the President. The President shall make his/her recommendations to the Board of Trustees and the Board shall act on these recommendations at the regular February meeting. The decision with respect to the granting or refusal to grant more than two sabbatical leaves shall be a matter wholly within the discretion of the Board and such decision shall not be subject to grievance, except where the procedures stated in this article are violated.

7. The recipient of a sabbatical leave retains such rights of regular employment as status on salary schedule, retirement, medical benefits, insurance and tenure. However, he/she is obligated to return to continue his/her employment at the College for at least one academic year after completion of his/her sabbatical leave and shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed during the period of his/her absence. The recipient may accept a grant, fellowship or similar monies usually identified with graduate

employment during sabbatical leave for increased income is incompatable with the purpose of this program.

8. Recipients of sabbatical leaves shall immediately upon their return to the College, submit to the President, their Dean and their colleagues, a comprehensive written report of such activities and accomplishments of the leave and its value to the College.

B. Leave of Absence (Without Pay)

Any faculty member who has been employed at Somerset County College for at least three (3) full years may apply for a leave of absence without pay. Application shall be filed with the appropriate Dean not later than March 1 preceding the academic year that the leave shall commence. In an emergency situation the faculty member shall make application as soon as possible to the appropriate dean. The appropriate Dean and Executive Dean for Academic and Student Affairs shall review the application and submit it with their recommendations to the President. The President of the College will transmit the application with his recommendation to the Board of Trustees. Tenure shall not accure during leaves of absence. A faculty member shall not be eligible for salary increases while on such leave of absence without pay.

C. Maternity Leave

Maternity Leave, in compliance with State and Federal Law, shall be treated the same as any other disability.

D. Death or Illness

1. Five days of bereavement leave shall be granted to faculty members in the event of death in the immediate family (natural or surrogate parents, wife, husband, son or daughter), and other members of the immediate family living in household.

2. All faculty members shall be entitled to twevle (12) days of sick leave each academic year. Such leave will be accumulated to 120 days for use in event of illness to be used in subsequent years as needed. The Board may require proof of illness. Upon retirement from the College at age 62 or over, fifteen (15) years or more of full-time consecutive service at the College, the faculty member shall receive a lump sum payment equal to 25 percent (25%) of the unused portion of his/her accumulated sick leave up to a maximum of 25 days payment, computed at the average per diem rate he/she has earned at the College (i.e., this in effect means that if a faculty member has accumulated 100 days of sick leave, he/she will be paid for 25% of that accumulated time. Accumulated sick days in excess of 100 are not subject to percentage compensation.

E. Professional Days

Up to three (3) days of each academic year, with pay, may be taken at the discretion of the appropriate dean to attend professional meetings. The faculty member shall make every effort to attend professional meetings. The faculty member shall make every effort to insure that his/her academic responsibilities are met during his/her absence.

F. Personal Leave

Leave shall be permitted for matters which cannot be cared for on free time and which would result in legal, business or family disadvantage if not cured at the appropriate time. For all faculty except counsellors and librarians, one day per year shall be granted as personal leave for such purposes and shall not be accumulative. Counsellors and librarians shall be granted two days per year as personal leave for such purposes where days shall not be accumulative. Such leave must be requested five (5) days in advance to his/her appropriate Dean, except in emergency situations, the faculty member shall give prior notification as soon as possible to the appropriate Dean. The faculty member shall make every effort to have his responsibilities met for that day. Personal leave is not to be used in conjunction with the first or last day of the calendar or with any vacation period.

ARTICLE XIII - ADDITIONAL GENERAL CONDITIONS

A. Teaching Hours

1. Teaching faculty may be scheduled to teach within a Monday through Friday daily eight-hour period except by mutual agreement of the faculty member and the Dean of Instruction. In the event that a teacher is scheduled to teach beyond 6:00 p.m., within his workload, he/she will not be scheduled on the succeeding day sooner than twelve (12) hours following the close of his evening class, except by mutual agreement of the faculty member and the Dean of Instruction.

2. Tentative teaching assignments shall be issued to all teaching faculty at least three weeks before the beginning of the semester. Faculty may exchange teaching assignments, provided that the transferees are qualified to teach the course, subject to the approval of the Dean of Instruction.

3. Faculty members shall be present on campus for all professional duties and obligations, including classes, departmental meetings, faculty meetings, student conference hours, convocations and commencement. Attendance at full faculty meetings and departmental meetings shall be required. Absence from these meetings without written permission of the appropriate administrator shall constitute a loss of work and hence, a docking of pay. The administration will make every effort to hold full faculty meetings upon 72 hours' notice.

4. Teaching faculty members shall not be required to be in attendance at the College during Christmas and Spring recess, or on Sunday or during intersession, or at other times when classes are not in session except when required to do so by the calendar except by mutual agreement of the faculty member and administration. The time of any faculty member during the examination period not required for the administration of examinations may be utilized for departmental meetings, full faculty meetings, committee meetings, Faculty Federation meetings, and course preparation.

B. Calendar

Whenever any holiday falls on a Saturday or Sunday and the State of New Jersey transfers its observance to the preceding Friday or following Monday, then that Firday or Monday shall be considered the holiday for all faculty at the College.

C. Attendance at College Functions

Faculty members attending those functions for which academic attire is required shall have said attire furnished by the College at no charge. Faculty members must attend certain scheduled functions of the College; these are specified to be convocations and commencement.

D. Audio-Visual/Book Publications

Audio-visual materials such as tapes, video-tapes, slides, etc. or books written by faculty members while employed at the College shall be the property (with all rights thereto) of the faculty member who produced the material. For materials developed as a result of assignment by the College, the faculty member retains ownership subject to the following exceptions:

1. The College can use the material for its academic programs

2. The College is to be reimbursed to the extent of its direct contribution

E. Student Grievance

Faculty members shall be notified as to the nature of any student grievance prior to an investigation of that grievance.

Upon investigation, if the College Administration finds probable cause and the nature of the grievance is not of a serious nature to warrant disciplinary action, the Administration shall attempt to resolve the matter informally. No permanent record shall be kept of such informal investigations or the resolution thereof.

However, if the Administration finds probable cause and the nature of the grievance is of a serious nature to potentially warrant disciplinary action, the Administration shall advise the faculty member and the Federation President of the grievance.

The College Administration shall investigate the grievance and hold a hearing within 30 school days. The last ten (10) school days prior to the hearing, the faculty member shall receive all details available at that time regarding the grievance including the name of the grievant and related details. Additional information brought to light regarding the grievance during the ten (10) days prior to the hearing shall be made available to the faculty member as soon as possible. Following the hearing, the Administration shall make a recommendation to the College President within ten (10) days.

F. Class Changes

The master class schedule for each semester will be constructed on the basis of information provided by the several Departments. Prior to submitting data, the academic Dean of Instruction, or his/her designee, will ask faculty members of his/her unit for suggestions as to the times and locations of classes which should be scheduled. Faculty members will have five (5) days excluding Saturday and Sunday) to submit their suggestions. A faculty request for special consideration will be submitted to the Dean of Instruction or his/her designee for approval.

After the master schedule has been completed and no later than the eighth (8th) day of classes, changes will be made only after the faculty member's request has been approved by the Dean of Instruction.

ARTICLE XIV - SETTLEMENT OF DISPUTES PROCEDURE

In the adjustment of complaints and grievances, the Federation shall be represented by a Grievance Committee selected and designated by the Federation. Matters involving interpretation, application or performance of this Agreement shall be taken up as follows: (note - Definition of a "grievant" - a "grievant" is the faculty member or faculty members or the Federation making a grievance or claim).

FIRST STEP - The grievant will first discuss the grievance with his immediate supervisor within ten (10) working days from the time.

the grievant had knowledge of such facts as would constitute a violation of this Agreement. At such meeting, the grievant shall be entitled to have present a representative of the Federation. If the grievant and supervisor do not reach an agreement, the matter shall be reduced to writing within five (5) working days by the grievant in a letter setting forth the full nature of the claim, the complete factual basis upon which it is based, and the demand for relief. One copy shall be sent to the Grievance Committee, one to the supervisor, and one to the Executive Dean of Administrative and Financial Affairs.

SECOND STEP - Within twenty (20) working days after the receipt of the letter, the Executive Dean of Adminstrative and Financial Affairs or his representative shall render a written decision either approving the grievance and granting the relief requested or rejecting the grievance and setting forth the reasons for the rejection.

THIRD STEP - The Grievance Committee (or the grievant) within twenty (20) working days of the Dean's decision will notify the Dean in writing that (he/she) requests binding arbitration to resolve the grievance as it had been stated in Step I. The procedure after the receipt of the request for binding arbitration will be as follows:

A. The parties shall attempt to choose an arbitrator. In the event that the parties are unable to agree on a mutually

acceptable arbitrator within five (5) working days of the institution of the Third Step, the American Arbitration Association shall then be requested to submit panels from which the arbitrator shall be selected.

B. The College and the grievant shall bear the expense of its own legal and special representatives; the expense of the arbitrator and the cost of the meeting room shall be borne equally by the College and the grievant.

C. Jurisdiction of the arbitrator shall be according to the terms and conditions set forth in the rules of the American Arbitration Association.

D. Matters reserved by statute or regulation to the Board of Trustees shall not be subject to arbitration.

E. The award of the arbitrator shall be final and binding on both parties if rendered pursuant to the rules prescribed by the American Arbitration Association.

F. The award of the arbitrator shall be implemented within twenty (20) days from the date of the decision or sooner depending on the nature of the issues involved.

G. In the event a grievance is filed fifteen (15) days prior to commencement, the grievance shall be filed directly to Step Two and a response to the grievance shall be made within five (5) working days.

H. Both parties agree that at least one week prior to any arbitration, that each side will furnish to the other, a list of all witnesses, copies of all writings, documents and correspondence which may or will be presented at the arbitration hearing.

ARTICLE XV - APPLICATION OF PROVISIONS OF AGREEMENT

A. Copies of this Agreement shall be reproduced by the Board in pocket form and indexed and distributed to all faculty members now employed.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. No-Strike Clause

The Federation agrees that it will refrain from any strike, work stoppage, slowdown, or other job action and will not support or condone any such job action. The Board of Trustees agrees that it will refrain from locking out Federation members.

D. Understanding Clause

This Agreement incorporates the entire understanding of the parties on all matters which have or could have been subject of negotiations, whether or not within the knowledge or contemlation of either or both of the parties at the time they negotiated or evaluated this Agreement.

E. Successor Agreement

The Parties agree to meet on or before February 1, 1987 for the purpose of simultaneously exchanging negotiating demands.

ARTICLE XVI - DURATION OF AGREEMENT

This Agreement shall be effective for the period commencing July 1, 1984, and continuing through June 30, 1987 and shall continue from year to year thereafter unless either party shall give written notice to the other not later than October 1, 1986, of its intention to terminate, modify, amend or supplement this Agreement. No later than February 1, 1987 the parties hereto shall commence negotiations having for their purpose the settlement of the issue(s) raised by such notice.

BOARD OF TRUSTEES
Chairman
Witness
February 26, 1985
Date

FACULTY FEDERATION
President, Faculty Federation
Witness
February 28, 1985
Date

INDEX

A

Agreement............................54
    Application......................55
    Duration.........................11
Announcements........................13
Appointments.........................49
Attendance College Functions.........49
Audio Visual Material................49

B

Benefits..........................14,38
    Dental...........................40
    Educational, Waiver..............10
        Reimbursement................38
    Health...........................39
    Insurance........................39
    Miscellaneous....................40
    Physical Exam....................39
    Retirement.......................46
Bereavement..........................46
Board of Trustees,
    Rights and Privileges.............6

C

Class Changes........................51
Class Size...........................33
Committees........................43,51
    Faculty Review...........21,23,24,28
    Grievance........................51
    Professional Standards......22,24,28
    Sabbatical Leave.................43
Contract, Faculty....................13
Co-op Program........................36
Counselors............................5

D

Definitions...........................2

E

Evaluation...........................25
    Annual...........................28
    Peer.............................26
    Self.............................26
    Student..........................26

F

Facilities...........................41
Faculty, Rights and Privileges........8
Federation, Rights and Privileges.....7
Files.............................12,28

G

Grievance, Faculty...................51
Grievance, Student...................50

H

Hearings.............................12
Hours................................47

I

Independent Study....................36
Initial Hire.........................13
Insurance.........................39,40

J

Just Cause Provision.................11

L

Lab Assistants........................4
Leave of Absence......................45
Librarians............................3

M

Maternity Leave.......................45
Meetings..............................12

N

No-Strike Clause......................54
Nurse, College........................5

O

Office Hours..........................36

P

Personal Leave........................47
Preamble..............................1
Probation.............................14
Professional Days.....................46
Promotion..................15-21,24,25

R

Rank, Academic..............16,17,19
Reappointment...............15-21,24
Reimbursement
    Educational.......................38
    Mileage...........................40
    Physical Exam.....................39
Relief from Instruction...............11
Representatives.......................2,7
Retention.............................14
Retrenchment..........................14,15
Rights................................6,8

S

Sabbaticals...........................42
Salary
    Increments, Promotion.......29,30
    Overload..........................30
    Pay Days..........................30
    Policy............................29
Senior Technical Assistants...........4
Sick Leave............................46
Successor Agreement...................55

T

Teaching Assistants...................4
Teaching Hours........................47
Tenure......................15-21,24

U

Understanding Clause..................54
Union Recognition.....................1,2
Unit..................................2

V

Vacancies.............................9

W

Workload....................3-6,31-37

ERIC Clearinghouse for
Junior Colleges AUG 26 1988